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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. February 1, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on January 25, 2011

AWARDS AND PROCLAMATIONS

- Proclamation:

Girl Scout Cookie Month
- Awards:

Key to the City
International Student Ambassadors Certificates
- Service Awards:

Randy Stearns
Sigmond Jacob
Terry Hervey

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Approval of Development Agreement for Broadview Hotel Community Improvement District. (District VI)

RECOMMENDED ACTION: Approve the development agreement.

2. East Kellogg Freeway, from Cypress to 127th Street East. (District II)

RECOMMENDED ACTION: Approve the aesthetic design.

3. Veteran's Memorial Park Donation. (District VI)

RECOMMENDED ACTION: Accept the memorial donations.

4. Criteria addendum for Operational Agreements for Group One Organizations.

RECOMMENDED ACTION: Approve the addendums to the Operating Agreement contracts outlining the Operating Agreement Criteria for the Group One organizations.

(9:30 a.m. or soon thereafter)

5. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III, IV, and VI)

<u>Property Address</u>	<u>Council District</u>
a. 838 South Topeka	I
b. 1446 North Estelle	I
c. 1030 North Poplar	I
d. 3916 / 3920 East Roseberry Court (Duplex)	III
e. 2736 West Anita	IV
f. 5949 North Armstrong	VI
g. 1209 North Jackson	VI
h. 772 North St Paul (South Structure)	VI

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of February 1, 2011; (2) the structure has been secured as of February 1, 2011 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of February 1, 2011, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Mayor Brewer to attend the LKM Governing Body Meeting in Topeka, Kansas, March 3-4, 2011.

RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 14)

1. Report of Board of Bids and Contracts dated January 31, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>Renewal</u>	<u>2011</u>	<u>Address</u>
Robert Floyd	Armour Gift Shop Inc. dba Priscilla's	2606 South Rock Road, Suite 100
Saundra Jean Lacy	Jessies Primetime Entertainment	304 South Laura

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Jay A. Johnson	Johnson's General Stores, Inc	1003 South Seneca
Jay A. Johnson	Johnson's General Stores, Inc.	5400 North Meridian

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:
 - a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Street Paving in Firepoint Addition, west of Webb, south of 37th Street North. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Consideration of Street Closures/Uses.

- a. Community Events - St. Patrick's 5K Run/Walk. (District IV)

RECOMMENDED ACTION: Approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and Certificate of Liability Insurance on file with the Community Events Coordinator.

7. Agreements/Contracts:

- a. Contract for Visioneering Environmental Sustainability Community Plan.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Design Services Agreement:

- a. Supplemental Agreement for Design Services for Botanica Children's Garden Improvements. (District VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Change Order:

- a. Change Order No. 2: Greenwich Improvement, between Harry and Kellogg. (District II)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

10. Property Acquisition:

- a. Acquisition of a Temporary Construction Easement at 3344 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

11. Minutes of Advisory Boards/Commissions

Wichita Public Library, December 21, 2010

RECOMMENDED ACTION: Receive and file.

12. Senior Management Report for the Quarter Ending December 31, 2010.

RECOMMENDED ACTION: Receive and file.

13. Maureen Connelly Brinker Tennis Foundation Grant Request.

RECOMMENDED ACTION: Approve the action taken by City staff and accept the grant funding.

14. Resolution Authorizing Section 5307 Urbanized Area formula Capital Grant from the Federal Transit Administration.

RECOMMENDED ACTION: Approve the resolution and authorize the necessary signatures.

15. Second Reading Ordinances: (None)

Adjournment

City of Wichita
City Council Meeting
February 1, 2011

TO: Mayor and City Council

SUBJECT: Approval of Development Agreement for Broadview Hotel Community Improvement District (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the development agreement.

Background: On October 19, 2010, the City approved a Community Improvement District for the Drury Plaza Hotel Broadview on the northwest corner of Douglas Avenue and Waco Avenue, which is owned by Drury Southwest, Inc. (DSW), and the parking garage on the east side of Waco Avenue, north of Douglas, which is leased to DSW. Staff was asked to make certain amendments to the City CID Policy prior to final approval of a development agreement. On December 7, 2010, City Council approved an amended CID Policy.

CID financing in the amount not-to-exceed \$2,680,260 will be used for lobby and restaurant renovations, to add a new fitness center and indoor swimming pool, to construct an elevated walkway connecting the hotel to the parking garage and to make improvements to the garage. Operating costs will not be funded with CID proceeds.

Analysis: The amended CID policy requires disclosure of a CID by the City providing information and an interactive map on its website and the developer posting a sign at the entrance informing customers that the project is made possible by a Community Improvement District, directing customers to the City's website for additional information. The policy also provides for 100% assignment of CID rights by the developer to a third party, with written approval of the City.

The attached Development Agreement between the City and DSW Broadview, LLC provides the contractual framework for CID. The Developer will be required to submit certified expenditures to the City for reimbursement of eligible costs. The City will reimburse the Developer with CID funds for eligible costs as expenditures are approved if sufficient funds are available or quarterly as funds become available if funds are insufficient at the time. The draft agreement has been revised to include the CID Policy amendments.

Financial Considerations: Net CID sales tax revenues will be passed through by the City to DSW or its assignees. Guidelines and procedures for disbursing funds to developers and assignees have been established.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. The vitality of the downtown area and the viability of the Century II Convention Center is directly impacted by maintaining first-class hotels in the Core Area.

Legal Considerations: The Law Department has reviewed and approved the Development Agreement between the City and DSW Broadview, LLC.

Recommendation/Action: It is recommended that the City Council approve the development agreement.

Attachments: Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into this ____ day of February, 2011 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the “City”); and **DSW BROADVIEW, LLC**, a Kansas limited liability company, (the “Developer”) (with the “Developer” and the “City” collectively referred to as the “Parties” and each a “Party”).

RECITALS

A. The City has authority to create a community improvement district (“CID”), pursuant to K.S.A. § 12-6a26 *et seq.* (the “CID Act”), for the purpose of financing certain public and private improvements as defined therein. Under the CID Act, the owners of at least 55% of the total assessed value and land area within the proposed CID boundaries may petition the City to request the creation of a CID and to impose special assessments or a community improvement district sales taxes to pay the cost of eligible projects.

B. The City is the owner of certain land and improvements in the City located at the northwest corner of the intersection of West Douglas and Waco (“Hotel”) and the northeast corner of the intersection of West Douglas and Waco (“Garage”) within the City limits (the Hotel and the Garage, together with a proposed overhead walkway linking the two, are collectively referred to herein as the “Project”). Developer is the long-term lessee and operator of the Hotel and has an exclusive management contract for the Garage.

C. On August 24, 2010, the Developer and the City (solely as a property owner and not as a developer) submitted a petition (the “Petition”) to the City requesting the formation of a community improvement district (the “District”). A copy of the Petition is attached hereto as **Exhibit A**. A legal description and map of the boundaries of the District is set forth on **Exhibit B** attached hereto.

D. On October 19, 2010, the City approved the creation of the District through the adoption of Ordinance No. **48-853** (the “CID Ordinance”). As was contemplated in the Petition, the CID Ordinance approved certain public and private improvements within the District (the “CID Improvements”), as well as certain administrative and operating expenses to be incurred within the District, as more particularly described on **Exhibit C** attached hereto (the “CID Costs”), to be financed with pay-as-you-go financing payable from revenues received from the imposition of an additional 2% sales tax on all taxable sales within the District (the “CID Sales Tax”). The CID Sales Tax shall commence following submittal by the City of a certified copy of the CID Ordinance to the Kansas Department of Revenue. Submittal to the Kansas Department of Revenue shall occur following publication of the CID Ordinance and written notice to the City from the Developer requesting submittal.

E. The Parties now desire to enter into this Agreement to formalize the construction and financing of the CID Improvements.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration,

the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

A. Definitions of Words and Terms. Capitalized words used in this Agreement shall have the meanings set forth in the Recitals to this Agreement or they shall have the following meanings:

1. “Administrative Service Fee” means the fee charged by the City for administration of the CID Sales Tax Fund and distributions from same, in the amount of five percent (5%) of the CID Sales Tax collected.
2. “Agreement” means this Agreement as may be amended in accordance with the terms hereof.
3. “CID Act” means K.S.A. § 12-6a26 *et seq.*
4. “CID Bonds” means community improvement district special obligation bonds issued by the City to finance all or a portion of the Project, if any.
5. “CID Costs” means, collectively, the costs of the CID Improvements and other eligible expenses related to the Project to the extent such expenses are “costs” of a “project” as defined in the CID Act, the estimated amounts of which are shown in **Exhibit C**, which also includes the City’s administrative service fee. In the event KSA 12-6a27(f) is subsequently amended or construed by a judicial or attorney general’s opinion to include in the definition of “cost” interest accrued on borrowed money after the period of construction, post-construction costs of private financing shall then also be deemed included in “CID Costs.”
6. “CID Improvements” means the Project and related permissible improvements as set forth in the CID Act and the CID Ordinance.
7. “CID Policy” means the policy of the City of Wichita governing the use of CID financing within the City, as originally approved by the City Council on April 6, 2010 and as amended from time-to-time thereafter.
8. “CID Ordinance” means Ordinance No. **48-853** adopted by the City on October 19, 2010.
9. “CID Sales Tax” means the community improvement district sales tax authorized by the CID Act and the CID Ordinance.
10. “CID Sales Tax Fund” means the separate fund established by the City for deposit of the CID Sales Tax received from the State collected within the District, and that is used to finance the CID Costs pursuant to the CID Act.

11. “City” means the City of Wichita, Kansas.
12. “City Representative” means the City Manager or his or her designee as evidenced by a written certificate furnished to the Developer containing the specimen signature of such person or persons and signed by the City Manager.
13. “Developer” means DSW Broadview, LLC, and its successors and assigns.
14. “Event of Default” means any event or occurrence as defined in Article V of this Agreement.
15. “Parties” means the City and the Developer.
16. “Pay-as-you-go Financing” means pay-as-you-go financing, as that term is defined in the CID Act, which financing shall be used to pay the CID Costs.
17. “Signage” means a sign at least 24 square inches in size containing the words :THIS PROJECT MADE POSSIBLE BY COMMUNITY IMPROVEMENT DISTRICT FINANCING” using type face of at least 18 points in size, and direct individuals to the City website for further information using type face of at least 12 points in size.
18. “State” means the State of Kansas.
19. “Term” means the earlier of twenty-two (22) years from the date the Director of Taxation for the State of Kansas begins collecting the CID Sales Tax within the District or when all CID Costs up to the amount of \$2,680,260 have been paid.

B. Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

1. The terms defined in this Article include the plural as well as the singular.
2. All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
3. All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
4. All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

5. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

6. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II

DEVELOPMENT OF THE PROJECT

A. Completion of the CID Improvements. Any of the CID Improvements completed by the Developer shall be in conformance with approved plans for such improvements, City building codes, City Ordinances and all other applicable rules and regulations. Before commencement of construction or development of any buildings, structures or other work or improvement, the Developer shall obtain any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work.

B. Cost of the Project. The Developer shall be responsible for and will bear all the CID Costs, subject to the terms of this Agreement governing reimbursement for expenditures on the CID Costs.

ARTICLE III

CID FINANCING

A. CID Sales Tax. The City shall deliver a certified copy of the CID Ordinance to the Kansas Department of Revenue imposing the CID Sales Tax upon the receipt of written notice from the Developer requesting such delivery. Except as otherwise set forth herein, all of the CID Sales Tax collected and delivered to the CID Sales Tax Fund shall be available for and dedicated to pay the CID Costs for the duration of the Term.

B. CID Sales Tax Fund. During the existence of the District all CID Sales Taxes generated within the District shall be deposited into a CID Sales Tax Fund, which shall be established and administered by the City in compliance with the laws of the State of Kansas and this Agreement and shall be held solely for the payment of the CID Costs and shall not be otherwise expended or commingled with other funds.

C. Pay-as-you-go Financing of the CID Costs. The CID Sales Tax shall be used to reimburse the Developer for the CID Costs, as estimated in **Exhibit C**. The City hereby agrees that the estimates of expenses related to the CID Costs may change prior to and during the expenditure of the CID Costs. However, the aggregate total amount of all CID Costs to be paid hereunder shall not exceed \$2,680,260. Unless otherwise agreed by the Parties in writing in this Agreement or otherwise, reimbursements shall be made solely to the Developer, except for payment of the City’s Administrative Service Fee, which will be deducted by the City in advance of distribution of the CID Sales Tax funds to Developer.

D. Certification of Expenditures. The Developer shall certify all costs and expenditures to be made in connection with the CID Costs in accordance with the following:

1. The Developer shall submit to the City a Certification of Expenditures in the form attached hereto as **Exhibit D** setting forth the amount for which reimbursement is sought and an itemized listing of the related CID Improvements.

2. Each Certification of Expenditures shall be accompanied by such bills, contracts, invoices, and other evidence as the City shall reasonably require to document appropriate payment.

E. **Reimbursement.** The City shall have twenty (20) calendar days after receipt of any Certification of Expenditures to review and respond by written notice to the Developer. If the submitted documentation demonstrates that: (1) the Certification of Expenditures shows payment by the Developer of the CID Costs; (2) the expense was incurred; (3) the aggregate amount of CID Costs theretofore paid pursuant to this Agreement is less than \$2,680,260 and if added to the amount of the Certification of Expenditures, would not exceed \$2,680,260; (4) the Developer is not in material default under this Agreement; and (5) there is no fraud on the part of the Developer, then the City shall approve the Certification of Expenditures and promptly reimburse the Developer for the CID Costs pursuant to the terms of this Agreement if sufficient funds are available in the CID Sales Tax Fund, and quarterly as funds become available in the event that funds in the CID Sales Tax Fund are at that time insufficient. If the City reasonably disapproves of the Certification of Expenditures, the City shall notify the Developer in writing of the reason for such disapproval within such twenty (20) day period.

F. **Payment of the City's Administrative Service Fee.** The City shall be paid from the CID Sales Tax Fund an Administrative Service Fee in an amount equal to five percent (5%) of the total CID revenues generated within the District. The \$5,000 application fee paid by Developer upon submission of this Agreement to the City shall be applied as a credit toward payment of the Administrative Service Fee.

ARTICLE IV **CID BOND ISSUANCE**

A. **CID Bonds.** Notwithstanding anything in this Agreement to the contrary, the Developer may request, in accordance with the City's CID Policy, the issuance of special obligation bonds to pay the CID Costs issued in one or more series payable from the CID Sales Tax and on terms mutually agreeable to the Parties (the "CID Bonds").

B. **CID Bond Fund.** If the CID Bonds are issued by the City, a CID bond fund shall be created and administered by the City or its designee and will be utilized solely to repay the CID Bonds. The specifics of the issuance and repayment of the CID Bonds shall be in accordance with the bond documents for such issuance, to be approved by City ordinance, and in accordance with this Agreement. Upon issuance of the CID Bonds, the net bond proceeds of the issuance of such bonds shall be disbursed to the Developer by the City or bond trustee for the purpose of funding the CID Costs in accordance with the terms of this Agreement and the bond documents of such issuance.

C. **Privately Placed Bonds.** The Developer may request to have the CID Bonds privately placed and sold to (i) institutional investors including, without limitation, insurance

companies, funds and state or federally chartered financial institutions, and/or (ii) the Developer and/or entities related to or affiliated with the Developer.

D. No Full Faith and Credit Bonds. The Parties agree that any CID Bonds shall be special obligation bonds only and shall not be general obligation bonds backed by the full faith and credit of the City.

ARTICLE V

DEFAULTS AND REMEDIES

A. Defaults - General. Subject to the extensions of time set forth in subsection G below (Enforced Delay), failure or delay by any Party to perform any material term or provision of this Agreement, after receiving written notice thereof and failing to cure, as set forth in paragraph B below, constitutes an “Event of Default” under this Agreement. The Party claiming a default (“Claimant”) shall give written notice of default to the defaulting Party, specifying the nature of the default.

B. Default Proceedings. The Claimant shall not institute proceedings against a defaulting Party, nor be entitled to damages if the defaulting Party within fourteen (14) days from receipt of the written notice of default set forth in paragraph A above, with due diligence commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within thirty (30) days from the date of receipt of such notice; or if such cure, correction or remedy by its nature cannot be effected within such thirty (30) day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof.

C. Remedies on Default. Whenever any Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer may pursue any remedy at law and in equity, except as provided below. Whenever any Event of Default by the Developer shall have occurred and be continuing, subject to applicable cure periods, the City may (1) pursue any remedy at law and in equity, except as provided below, and/or (2) refuse to approve any further Certificates of Expenditures and make any disbursements until such Event of Default is cured by the Developer. If two or more Events of Default by the Developer occur and continue beyond applicable cure periods, within a successive 12-month period, the City shall, in addition to the remedies set forth in the preceding sentence, have the option to terminate this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall the Developer or the City ever be liable for any punitive, special, incidental, or consequential damages in connection with this Agreement, or otherwise. For the purposes of this Section, consequential damages shall include, but not be limited to, lost profits, lost tax revenue, or other similar losses which are not direct out-of-pocket costs incurred by the non-defaulting Party. Further, specific performance shall not be available to the City to require the Developer to construct any improvements within the District. The only remedy that may be sought from the City is strictly limited to use of CID revenues available in the CID Fund to pay CID Costs (i.e., the City can have no liability under this Agreement that in any way extends to its general or tax funds, or any other source of funds apart from the CID revenues derived from this project), except that, in case of any diversion by the City of CID revenues from the CID Fund in breach of

this Agreement, the City will be obligated to restore such diverted revenues, dollar for dollar, from any lawfully available source of appropriations.

D. Legal Actions.

1. Institution of Legal Actions. Any legal actions related to or arising out of this Agreement must be instituted in the District Court of Sedgwick County, Kansas or, if federal jurisdiction exists, in the Federal District Court in the District of Kansas.

2. Applicable Law. The laws of the State of Kansas shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made by personal service upon the registered agent of the Developer and shall be valid whether made within or without the State of Kansas or in such other manner as may be provided by law. In the event the Developer no longer has a registered agent to serve, the Secretary of State is hereby irrevocably appointed to accept service for the Developer.

E. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

F. Inaction Not a Waiver of Default. Any failures or delays by a Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such Party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

G. Enforced Delay; Extension of Times of Performance.

1. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to delay or default of the other Party, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, market conditions, quarantine restrictions, freight embargoes, lack of transportation, or unusually severe weather, or any other causes

beyond the control or without the fault of the Party claiming an extension of time to perform.

2. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City and the Developer.

ARTICLE VI

GENERAL PROVISIONS

A. Termination of the CID. The City shall not terminate the CID prior to the expiration of its Term, except as provided by law, or as requested by the Developer.

B. Modification of the District. From time to time during the Term, the Developer may request, and the City shall reasonably consider, any modification to the District, in accordance with the CID Act and the CID Policy.

C. Public Disclosure. The Developer will post Signage adjacent to the main entrance of the property. Signage is to be posted and maintained throughout the term of the CID and Agreement.

D. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the Parties, upon official action of the City's governing body approving said amendment, and by the execution of said amendment by the Parties or their successors in interest. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the Parties shall take such reasonable measures including, but not limited to, reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the Parties in entering into this Agreement.

E. Assignment. No Party may assign all or any part of its interest in this Agreement without the prior written consent of the other Party, and any such assignment without such consent shall be void; except that Developer, with prior written notice to the City, may make a collateral assignment of 100% its rights under this Agreement to a single financial institution as security for a financing of the Project, or to an affiliate wholly owned by or commonly controlled with Developer.

F. Right to Inspect. The Developer agrees that the City, with reasonable advance notice and during normal business hours, shall have the right and authority to review, inspect, audit, and copy, from time to time, all of the Developer's books and records relating to the CID Costs as pertinent to the purposes of this Agreement.

G. Right of Access. For the purposes of assuring compliance with this Agreement, the City Representative shall have the right of access to the District, without charges or fees, during normal business hours for purposes related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing any of the CID Improvements.

H. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersede all prior agreements,

negotiations and discussions, both written and oral, relative to the use of CID Funds for the Project and is a full integration of the agreement of the Parties.

I. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

J. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the Developer:

DSW Broadview, LLC
Dennis J. Vollink, President
101 S. Farrar Drive
Cape Girardeau, MO 63701

With copies to:

DSW Broadview, LLC
Herbert J. Wedemeier, General Counsel
101 S. Farrar Drive
Cape Girardeau, MO 63701

To the City:

City Manager
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

With copies to:

Urban Development Office
Attention: Allen Bell
City Hall, 13th Floor
455 N. Main
Wichita, Kansas 67202

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by certified mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

K. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

L. Recordation of Agreement. The Parties agree to execute and deliver a memorandum of this Agreement in proper form for recording in the real property records of Sedgwick County, Kansas, upon the request of a Party.

M. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either Party is required, such consent or approval shall not be unreasonably withheld.

N. Survivorship. Notwithstanding the termination of this Agreement, the Developer's obligations set out in Article II and Sections V C and D shall survive the termination of this Agreement to the extent that any incident giving rise to a claim, suit, judgment or demand occurred during the Term hereof.

O. Incorporation of Exhibits. The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

Dated: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Appeared before me today, this _____ day of February, 2011, Carl Brewer, personally known to me and after first being sworn did state that he is the Mayor of the City of Wichita, State of Kansas, and that the seal affixed to the foregoing instrument is the official Seal of the City of Wichita, and that said instrument was signed and sealed on behalf of the City, and that the matters set forth herein are true and correct to the best of his and the City's knowledge, information and belief, and acknowledge that he executed the same on behalf of the City as its free act and deed.

Notary Public

My Commission Expires:

DSW BROADVIEW, LLC

By: Drury Southwest, Inc., Manager

By: _____

Name: Dennis J. Vollink, President

Date: February ___, 2011

STATE OF MISSOURI)
)
) the default) ss.
COUNTY OF CAPE GIRARDEAU)

On this _____ day of February, 2011, before me personally appeared Dennis J. Vollink to me personally known, who being by me duly sworn did say that he is the President of Drury Southwest, Inc., Manager of DSW Broadview, LLC, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT LIST

EXHIBIT A – CID PETITION

EXHIBIT B – LEGAL DESCRIPTION AND MAP EXHIBIT OF DISTRICT

EXHIBIT C – CID COSTS

EXHIBIT D – CERTIFICATION OF EXPENDITURESS FORM

EXHIBIT A
CID PETITION

RECEIVED

AUG 24 '10

CITY CLERK OFFICE

COMMUNITY IMPROVEMENT DISTRICT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

- 1) We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as provided in **Exhibits A, B, and C**, attached hereto and incorporated herein,

IMPROVEMENT DISTRICT

do hereby petition pursuant to the provisions of K.S.A. 12-6a26 *et seq.*, as amended (the "Act"):

- (a) **General Nature:** That the general nature of the proposed community improvement district ("**CID**") project, The Drury Plaza Hotel Broadview ("**Project**" or "**Hotel**"), is to rehabilitate and restore the historic Broadview Hotel, the riverfront area adjacent to the hotel, as well as the parking garage used by hotel guests, all of which are located within the following Revitalization Areas: Arena Neighborhood Redevelopment Plan, River Corridor Improvement Area and Downtown Revitalization Area. The Hotel's 205 guest rooms will be extensively renovated, the meeting rooms will be refurbished, and the lobby will be restored to its original historic beauty. The ballroom will be updated while preserving the historic mosaics by Blackbear Bosin. A swimming pool will be added in the upper portion of the Exhibition Hall, and stair towers and elevators will be built and installed on the north and west ends of the building. The City and Hotel developer, DSW Broadview, LLC ("**DSWB**"), are working together to extensively renovate the frontage along the Arkansas River ("**River**") into an attractive green space linking the Hotel and the River. The Parking Garage ("**Garage**") will be renovated to provide elevators, improve lighting, and construct an overhead walkway directly linking it to the Hotel, over Waco Street. While the Hotel and Garage are owned by the City of Wichita, all work on the Project is being performed by DSWB, which holds a long-term lease on the Hotel and exclusive management contract covering the Garage.

The anticipated cost of the Project, excluding acquisition of the Hotel which was accomplished in 2008, is \$22,797,750.00. Preliminary work on the Project has already begun; but in order to complete the Project DSWB needs the support of the CID. With the CID, it is anticipated that the Project will be complete in Spring, 2011. The undersigned representatives of DSWB request the City of Wichita to assist the Project by providing community improvement financing in

accordance with City of Wichita policy and the Act to finance the construction, maintenance, and procurement of certain improvements, costs and services within the District, which may include, but are not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, and the City's financing costs (if any) as well as the City's administrative costs in establishing and maintaining the District.

- (b) **Estimated Cost:** That the estimated cost of the Project is **Twenty Two Million Seven Hundred Ninety Seven Thousand Seven Hundred Fifty Dollars** (\$22,797,750.00) of which the maximum CID eligible cost is Nineteen Million Eight Hundred Sixty Three Thousand Dollars (\$19,863,000.00), exclusive of the cost of interest on borrowed money. See **Exhibit D**, attached hereto and incorporated herein, for a detailed budget.
 - (c) **Proposed Method of Financing:** That the proposed Project be financed through the use of a Special Sales Tax on a Pay-As-You-Go basis, as defined in the Act.
 - (d) **Proposed Amount of Sales Tax:** That the proposed amount of Community Improvement District sales tax shall be two percent (2%) for **22 years**, or such lesser number of years as may be required to produce revenues sufficient for the payment of the maximum CID eligible cost identified in (b), above.
 - (e) **Proposed Method and Amount of Assessment if any:** No special assessment is proposed.
 - (f) That a map and legal description of the proposed CID are attached hereto as **Exhibits A** (legal description of Hotel Property), **B** (legal description of Parking Garage), **C** (air rights easement over Waco Avenue), and **E** (map).
- 2) It is requested that the improvement hereby petitioned be made with notice and public hearing, pursuant to City policy.
 - 3) That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first, and that the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project.
 - 4) That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of 100% of the land area within the proposed district. The Governing Body is requested to proceed in the manner provided by statute and City policy.


[Signatures On Following Page]

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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100% Owners of Proposed Improvement District

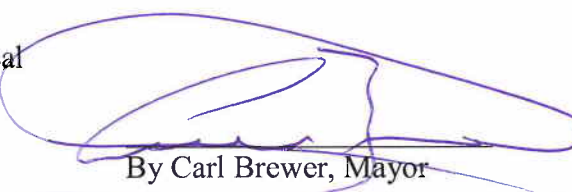
OWNER/LESSOR OF HOTEL:
CITY OF WICHITA, KANSAS,
a corporate body politic and political
subdivision of the State of Kansas


By Carl Brewer, Mayor 8/24, 2010

LESSEE OF HOTEL:
DSW BROADVIEW, LLC
A Kansas limited liability company


By Drury Southwest Inc., Member
Dennis J. Vollink, President 8-13, 2010

OWNER OF GARAGE:
CITY OF WICHITA, KANSAS,
a corporate body politic and political
subdivision of the State of Kansas


By Carl Brewer, Mayor 8/24, 2010

MANAGER OF GARAGE:
DSW BROADVIEW, LLC,
A Kansas limited liability company


By Drury Southwest Inc., Member
Dennis J. Vollink, President 8-13, 2010

ATTEST:



Name: **Karen Sublett**
City Clerk



Appeared before me today, this 24th day of August, 2010, Carl Brewer, personally known to me and after first being sworn did state that he is the Mayor of the City of Wichita, State of Kansas, and that the seal affixed to the foregoing instrument is the official Seal of the City of Wichita, and that said instrument was signed and sealed on behalf of the City, and that the matters set forth herein are true and correct to the best of his and the City's knowledge, information and belief, and acknowledge that he executed the same on behalf of the City as its free act and deed.

My Appt Exp 7-15-12

BE IT REMEMBERED, that on this 13th day of August, 2010, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dennis J. Vollink, President of DRURY SOUTHWEST, INC., who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such corporation.

A circular notary seal for the State of Missouri. The outer ring contains the text "NOTARY PUBLIC" at the top and "STATE OF MISSOURI" at the bottom, separated by two stars. The center of the seal contains the text "NOTARY" above "SEAL".

Commission #10885005

EXHIBIT A
LEGAL DESCRIPTION OF HOTEL PROPERTY

Beginning at the Southeast Corner of Lot 1, Holmes Addition to Wichita, Kansas; thence N 00°00'00" E (Assumed), along the West Right-of-Way of Waco Avenue, a distance of 307.08 feet to the South line of the former Missouri Pacific Railroad property, now owned by Wichita Festivals, Inc.; thence S 89°39'27" W, along the South line of said Railroad property, a distance of 174.49 feet; thence S 67°15'40" W, along said South line, a distance of 167.79 feet to the approximate location of the East Bank of the Arkansas River; thence S 11°26'35" E, along said East Bank, a distance of 223.57 feet; thence S 26°45'11" E continuing along said East Bank, a distance of 105.33 feet to the Southwest Corner of Lot 10, Holmes Addition to Wichita, Kansas; thence N 89°54'22" E, along the South line of said Addition, also being the north line of Douglas Avenue, a distance of 52.00 feet, thence N 73°54'33" E, along said north line, a distance of 43.57 feet; thence N 67°22'33" E, a distance of 155.60 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING:

A tract of land located in the Southeast quarter of Section 20, Township 27 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas, and in a part of Lot 10, Holmes Addition to Wichita, Kansas, described as follows:

Commencing at the Northwest corner of Waco and Douglas Avenue; thence on an assumed bearing of S 73°07'52" W a distance of 248.15 feet to the point of beginning, said point being the Southwest corner of said Lot 10 and on the East bank of the Arkansas River;

Thence N 11° 26 '35" W, along said East Bank a distance of 105.33 feet;

Thence N 11° 26 '35" W, continuing along said East Bank, a distance of 223.57 feet;

Thence N 67°15' 40" E a distance of 34.75 feet to a curve to the left;

Thence along said curve to the left, an arc distance of 59.24 feet, said curve having a radius of 41.00 feet and a Chord Bearing of S 11 °36'13" E, and a chord distance of 54.22 feet to a curve to the right;

Thence along said curve to the right an arc distance of 94.87 feet, said curve to the right having a radius of 52.00 feet; a chord bearing of S 00°43'53" E, and a chord distance of 82.25 feet, to a curve to the left;

Thence along said curve to the left an arc distance of 51.31 feet, said curve having a radius of 27.00 feet, a chord bearing of S 02°54'16" E, and a chord distance of 43.93 feet;

Thence S 5° 20' 29" E a distance of 17.36 feet to a curve to the left;

Thence along said curve to the left an arc distance of 14.14 feet, said curve having a radius of 22.50 feet, a chord bearing of S 16°43'48" W and a chord distance of 13.91 feet;

Thence N 90°00'00" E a distance of 7.00 feet to a curve to the left;

Thence along said curve to the left an arc distance of 14.85 feet, said curve having a radius of 15.50 feet, a chord bearing of S 29°17'52" E and a chord distance of 14.29 feet, to a curve to the right;

Thence along said curve to the right an arc distance of 95.84 feet, said curve to the right having a radius of 71.00 feet; a chord bearing of S 18°04'40" E, and a chord distance of 88.72 feet, to a curve to the left;

Thence along said curve to the left an arc distance of 32.07 feet, said curve having a radius of 23.00 feet, a chord bearing of S 19°20'57" E and a chord distance of 29.53 feet;

Thence S 89°54'22" W a distance of 16.38 feet to the point of beginning. Said tract contains 9,448.11 square feet or 0.22 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION OF PARKING GARAGE PROPERTY

Lots 14/ 16, 18 and the south 10 feet of Lot 20 on Waco Avenue; also the west 4.5 feet of Lots 13, 15 and 17/ and the west 4.5 feet of the south 10 feet of Lot 19/ on Wichita Street; also all of that part of a large Lot 4 described as follows: Beginning 149 feet north of the Northeast corner of the intersection of Douglas Avenue and Waco Avenue; thence north 137 feet more or less to the South line of alley vacated by Ordinances Nos. 1685 and 13-444; thence east 158.37 feet more or less to the West line of Webb Street; thence south 137 feet more or less to a point 149 feet north of the North line of Douglas Avenue; thence west to the place of beginning; also vacated alleys adjoining the above described property, described as follows:

Beginning at the Southwest corner of Lot 14 on Waco Avenue; thence east 158.37 feet more or less to the West line of Webb Street; thence south 32.48 feet more or less to the North line of large Lot 4; thence west 158.37 feet more or less to the East line of Waco Avenue; thence, north 32.4_ feet more or less to the place of beginning; also beginning at the Southeast corner of Lot 14, on Waco Avenue; thence north 152.08 feet more or less to a point 10 feet north of the Southeast corner of Lot 20, on Waco Avenue; thence east 20 feet more or less to the East line of alley vacated by Ordinance Nos. 8117 and 13-444; thence south 152.08 feet more or less to the Southwest corner of Lot 13 facing on Wichita Street; thence west 20 feet more or less to the point of beginning; all being in Waterman's Addition to Wichita in Sedgwick County, Kansas.



Sedgwick County
Register of Deeds - Bill Meek

DOC.#/FLM-PG: 29013244

Receipt #: 1700783
Pages Recorded: 9
Cashier Initials: AL

Recording Fee: \$40.00
Authorized By:

Date Recorded: 10/10/2008 4:17:57 PM



Grantor	<u>WICHITA CITY OF</u>
Grantee	<u>HOLMES ADDITION</u>
Type of Document	<u>EASEMENTS - MISCELLANEOUS</u>
Recording Fees	<u>\$40.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$40.00</u>
Return Address	<u>FIRST AMERICAN TITLE</u>
	<u>434 N. MAIN</u>
	<u>WICHITA , KS 67202</u>
	<u> </u>

000029013244

AFTER RECORDING MAIL TO:
Drury Southwest Broadview, LLC
101 S. Farrar Drive
Cape Girardeau, Missouri 63701
Attn: Herbert J. Wedemeier

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DECLARATION OF ELEVATED
PEDESTRIAN WALKWAY EASEMENT

THIS DECLARATION OF ELEVATED PEDESTRIAN WALKWAY EASEMENT (this "***Declaration***") is made and entered into as of the 7 day of October, 2008 by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the "***City***").

WITNESSETH

WHEREAS, the City owns that certain real property located at 400 West Douglas Avenue in the City of Wichita, County of Sedgwick, Kansas, more particularly described on Exhibit A attached hereto and made a part hereof (the "***Hotel Property***", the owner at any time of such Hotel Property being referred to herein as the "***Hotel Owner***") and the improvements thereon, which includes the building commonly known as The Broadview Hotel (the "***Hotel***"). ✓

WHEREAS, the City owns that certain real property located at 132 North Waco Street in the City of Wichita, County of Sedgwick, Kansas, more particularly described on Exhibit B attached hereto and made a part hereof (the "***Garage Property***", the owner at any time of such Garage Property being referred to herein as the "***Garage Owner***") and the improvements thereon, which includes a multi-level parking structure (the "***Garage***").

WHEREAS, the City owns that certain right-of-way commonly known as North Waco Street, depicted on Exhibit C attached hereto and made a part hereof (the "***Right-of-Way Property***", the owner at any time of such Right-of-Way Property being referred to herein as the "***Right-of-Way Owner***").

WHEREAS, the City and Drury Southwest, Inc., a Missouri corporation ("***Drury***"), entered into that certain Letter of Intent dated August 19, 2008, whereby the City, among other things, granted to Drury and its affiliates an option to construct an elevated, covered pedestrian walkway connecting the Hotel and the Garage.

WHEREAS, the City and DSW Broadview, LLC, a Missouri limited liability company and an affiliate of Drury ("***DSW***") entered into that certain Lease dated October 1, 2008 (the "***Hotel Lease***"), whereby the City leased the Hotel Property to DSW. The City has acknowledged that the

Hotel Lease governs, among other things, the construction, maintenance, cleaning, lighting, heating (if any), insurance, tax, liens and safety issues with respect to the Hotel, and once constructed, the Walkway (as hereinafter defined). As the City has acknowledged that as part of the consideration for DSW to enter into the Hotel Lease, the City has agreed that so long as the City owns the Hotel Property, except as expressly contained herein, this Declaration cannot be amended or revoked except upon the filing of a written and duly executed (by the City and DSW) amendment, termination or release of easement, as applicable, in the Recorder of Deeds for Sedgwick County; provided, however, that in the event the Hotel Property is no longer owned by the City, any amendment, termination or release of easement need only be duly executed by DSW, or its successors and assigns.

WHEREAS, the City and DSW have also entered into that certain Parking Garage Operating Agreement dated October 7, 2008 (the "**Garage Agreement**"), whereby the City has contracted for DSW to operate the Garage.

WHEREAS, the Hotel Owner, Garage Owner and Right-of-Way Owner desire to grant for the benefit of themselves and their successors and assigns, an air rights easement for the construction, maintenance and use of an elevated pedestrian walkway (the "**Walkway**") linking the Hotel to the Garage.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Hotel Owner, Garage Owner and Right-of-Way Owner, for themselves and their respective successors and assigns, state as follows:

1. Declaration of Easement. The Right-of-Way Owner, for itself as owner of the Right-of-Way Property and its successors and assigns, hereby grants and conveys to the Hotel Owner and the Garage Owner a perpetual exclusive air rights easement, as an appurtenance to the Hotel Property and the Garage Property, over the Right-of-Way Property for the construction and use of the Walkway connecting the Hotel to the Garage, commencing at an elevation over the Right-of-Way Property that is at least thirteen (13) feet above the grade of the Right-of-Way Property and the highest point of such Walkway being forty (40) feet above the grade of the Right-of-Way Property.
2. Consent to Attachment. The Hotel Owner and the Garage Owner hereby consent to the attachment of the Walkway to the Hotel and Garage, respectively, provided the manner of attachment shall be in accordance with good construction practice, in the manner customary for improvements of such type and so as not to impose an unreasonable load on the Hotel and Garage.
3. No Interference. The Hotel Owner, Right-of-Way Owner, and Garage Owner shall, to the extent practicable, take such steps as may be necessary to avoid interference with the normal operations of the Hotel and Garage and the invitees at the Hotel and Garage during construction of the Walkway and attachment of the Walkway to the Hotel and Garage. The Hotel Owner, Right-of-Way Owner, and Garage Owner shall comply with all applicable building codes and permitting processes.
4. Access. The Hotel Owner and Garage Owner shall have the right to adopt reasonable guidelines for the use of and access to the Walkway including, without limitation, the right to limit hours of operation and to limit use of the Walkway to hotel patrons and their guests.

5. Destruction. In the event the Walkway is destroyed by fire or other casualty, the Hotel Owner may rebuild the Walkway without any further consent, except such consents as may be required by a governmental authority.

6. Removal of Walkway. If the Hotel Owner should ever require the Walkway or any part thereof to be permanently removed, the Hotel Owner shall, at its cost and expense, cause the Walkway to be removed and the places where the Walkway connects to the Hotel and Garage to be restored to a condition suitable without the Walkway; provided, however, that during such time as the City is the Hotel Owner, its obligations in this regard shall be limited to the extent funds sufficient to pay such costs and expenses are furnished by the Tenant (as defined in the Hotel Lease) as provided under the Hotel Lease; provided, further, that if the Hotel Lease is in existence at the time of such removal, DSW, or its successors and assigns, must first consent to the removal of the Walkway. Upon such removal and repair, this Declaration shall automatically terminate and become null and void.

7. Maintenance of Walkway. The Hotel Owner shall, at all times during the term of this Declaration, maintain the Walkway in good repair and condition, at its sole expense; provided, however, that during such time as the City is the Hotel Owner, its obligations in this regard shall be limited to the extent funds sufficient to pay such costs and expenses are furnished by the Tenant (as defined in the Hotel Lease) as provided under the Hotel Lease. The Garage Owner and Right-of-Way Owner hereby grant to the Hotel Owner a perpetual non-exclusive easement for access over, across, under and through the Garage Property and Right-of-Way Property, respectively, for the maintenance of the Walkway.

8. Benefits and Duration. The easement granted in this Declaration is perpetual and unless and until terminated in accordance with the express provision of this Declaration, shall run with the land and shall bind the Hotel Owner, the Garage Owner and the Right-of-Way Owner, and their respective successors and assigns in ownership, for so long as, and to the extent such persons or entities own any interest in the Hotel Property, the Garage Property and the Right-of-Way Property, as applicable.

9. No Merger. The fact that Hotel Owner, Garage Owner and Right-of-Way Owner are the same persons or entities, or may become the same persons or entities, shall not cause this Declaration and the easement granted herein to terminate by merger or other similar legal doctrine.

10. Indemnity. The Hotel Owner agrees to indemnify and hold harmless the Right-of-Way Owner from any and all claims resulting from the Hotel Owner's use and occupancy of the Walkway and the easement granted in this Declaration; provided, however, that during such time as the City is the Hotel Owner, its obligations in this regard shall be performed by the Tenant (as defined in the Hotel Lease) as provided under the Hotel Lease.

11. Governing Law. This Declaration shall be governed by the laws of the State of Kansas.

12. Enforceability. The unenforceability of any provision of this Declaration shall not render the remaining provisions hereof unenforceable or void.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has executed and delivered this Declaration as of the day and year first above written.

CITY OF WICHITA, KANSAS,
a corporate body politic and political
subdivision of the State of Kansas

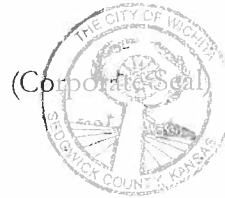
By 

Name: Carl Brewer, Mayor

ATTEST:


Name: MAYOR

City Clerk



STATE OF KANSAS)

COUNTY OF SEDGWICK)

Appeared before me today, this 7 day of October, 2008, Carl Brewer, personally known to me and after first being sworn did state that he is the Mayor of the City of Wichita, State of Kansas, and that the seal affixed to the foregoing instrument is the official Seal of the City of Wichita, and that said instrument was signed and sealed on behalf of the City, and that the matters set forth herein are true and correct to the best of his and the City's knowledge, information and belief, and acknowledge that he executed the same on behalf of the City as its free act and deed.


Notary Public

My Commission Expires: 12-19-2010

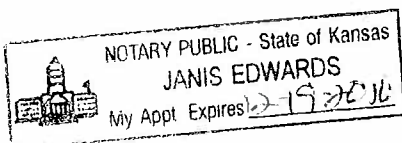


EXHIBIT A

[Description of Hotel Property]

Beginning at the Southeast Corner of Lot 1, Holmes Addition to Wichita, Kansas; thence N 00°00'00" E (Assumed), along the West Right-of-Way of Waco Avenue, a distance of 307.08 feet to the South line of the former Missouri Pacific Railroad property, now owned by Wichita Festivals, Inc.; thence S 89°39'27" W, along the South line of said Railroad property, a distance of 174.49 feet; thence S 67°15'40" W, along said South line, a distance of 167.79 feet to the approximate location of the East Bank of the Arkansas River; thence S 11°26'35" E, along said East Bank, a distance of 223.57 feet; thence S 26°45'11" E continuing along said East Bank, a distance of 105.33 feet to the Southwest Corner of Lot 10, Holmes Addition to Wichita, Kansas; thence N 89°54'22" E, along the South line of said Addition, also being the north line of Douglas Avenue, a distance of 52.00 feet, thence N 73°54'33" E, along said north line, a distance of 43.57 feet; thence N 67°22'33" E, a distance of 155.60 feet to the Point of Beginning.

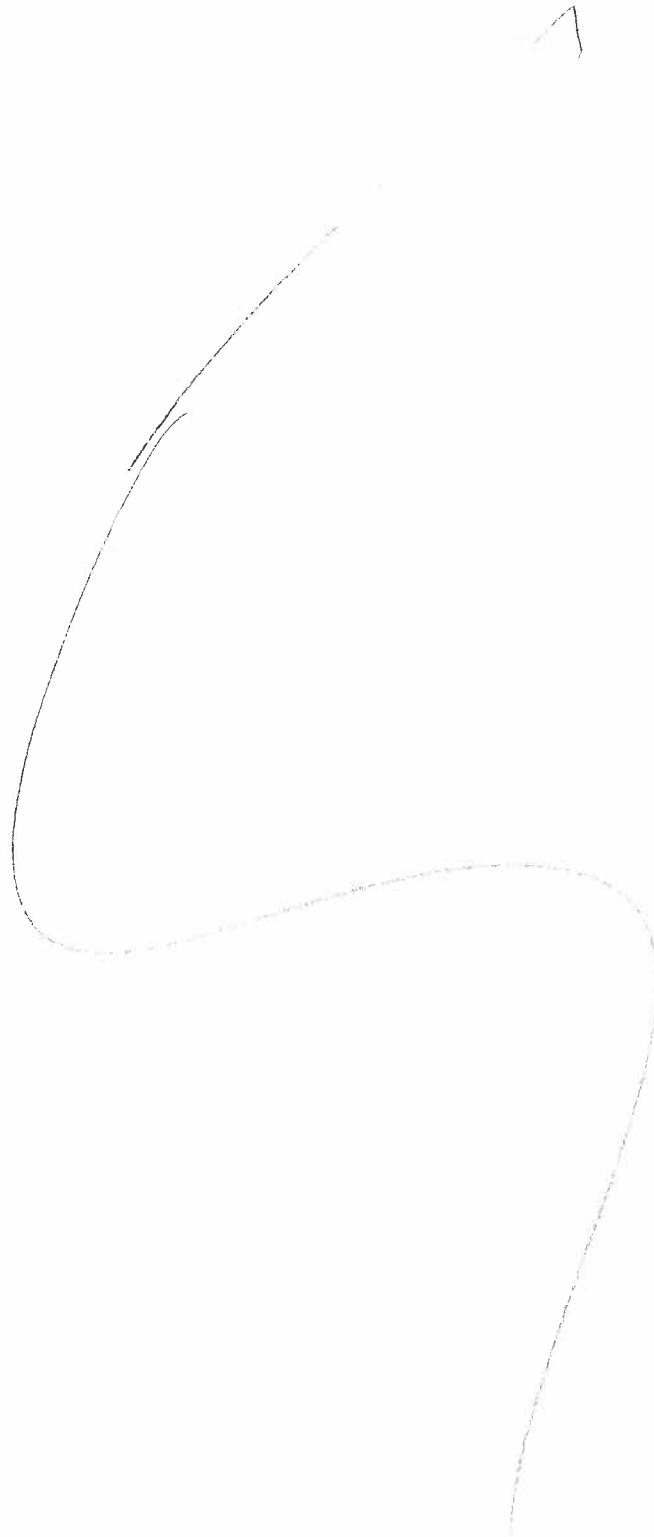
EXHIBIT B

[Description of Garage Property]

Beginning at the Northwest corner of Engstrom Second Addition to Wichita, Kansas, thence N 00°00'00" E along the West line of said Addition, said line also being the East of Waco Avenue, a distance of 264.30 feet; thence N 45°20'52" E, along the South Right-of-Way line of the former Missouri Pacific Railroad Right-of-Way, a distance of 81.98 feet; thence N 89°46'54" E, a distance of 99.88 feet; thence S 00°38'11" W, a distance of 152.52 feet; thence N 89°53'39" E, a distance of 1.65; thence S 00°00'05" E, along the West line of Civic Center Place, a distance of 169.48 feet to the Northeast corner of said Addition; thence S 89°53'39" W along the North line of said Addition, a distance of 158.15 feet to the Point of Beginning.

EXHIBIT C

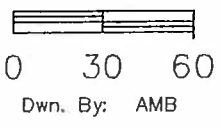
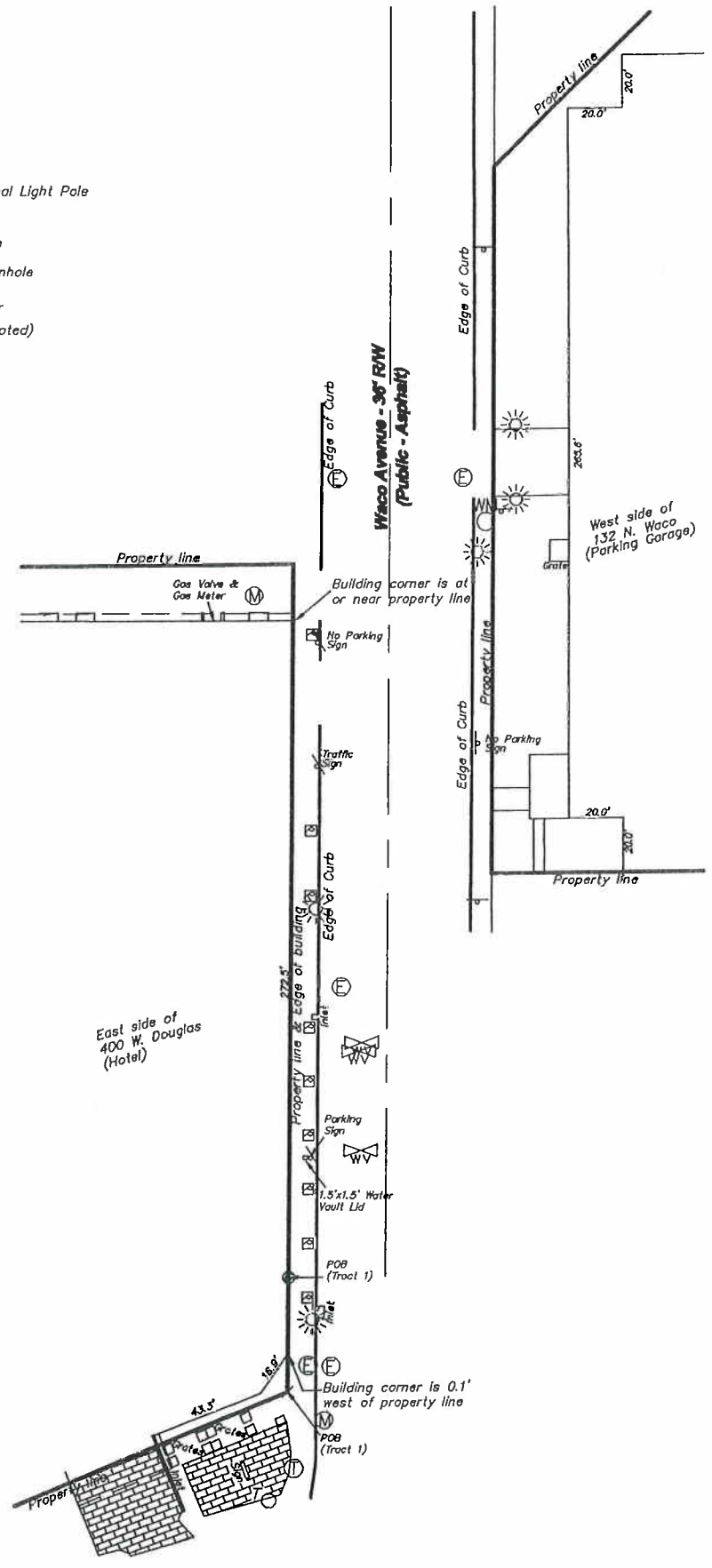
[Depiction of Right-of-Way]



00002513044

Legend

- Traffic Signal Light Pole
- Manhole
- Water Valve
- Electric Manhole
- Water Meter
- Sign (As Noted)
- Light Pole



DRURY SOUTHWEST PRELIMINARY COST ESTIMATE**HISTORICAL RENOVATION - DRURY PLAZA - WICHITA****1922 BROADVIEW HOTEL - DOUGLAS AVE & WACO STREET****Hotel & 470 Car Parking Garage**

DATE: 03-Aug-10

DV

ESTIMATE #11

FILE: PRELIMINARY ESTIM #11 - Aug 10

King	78	\$169	Basement	20,296 sf
Double Queens	78		Meeting Rooms =	30,000 sf (only Main Ball Room)
Loft Suite	4		Lobby Floor =	20,296 sf
Suites	40		Building SF 2 - 7 =	17,000 sf per floor
Total Rental Unit	200		Building SF 8	18,000 sf
Meeting Rooms	4		Total SF	190,592 sf total
Total Units	204		SF/RU =	953 sf/RU
			Existing Garage =	140,000 sf +- 470 PS

ITEM	\$/UNIT	# UNITS	UNIT	TOTAL	SUB-TOTAL
DEVELOPMENT COST					
PLANS & ENGR	\$18,000,000	2.50%		\$450,000	
SURVEYS & SITE ENGR	\$75,000	1.00 LS		\$75,000	
LEGAL - BONDS	\$100,000	1.00 LS		\$100,000	
SITE DEMO - POOL ETC	40,000	1 LS		\$40,000	
LANDSCAPE TO RIVER	\$175,000	1 LS		\$175,000	
NEW INTERIOR POOL	\$300,000	1 LS		\$300,000	
UTILITY UPGRADE - ELECTRIC	\$50,000	3 EA		\$150,000	
CITY PERMITS	\$65,000	1 CITY		\$65,000	
EXTERIOR FAÇADE REPAIR	\$2.00	65,208 SF		\$130,000	
HARDSCAPE RIVER	\$225,000	1 LS		\$225,000	
FENCING & GATES	\$50	250 LF		\$13,000	
SIDEWALKS AND OFF SITE	\$3.50	5000 SF		\$18,000	
Canopy & Drop Off	\$50	2500 SF		\$125,000	
Bridge to Garage - see garage	\$1	0 sf		\$0	
LIGHTING ELECTRIC	\$2,500	10 EA		\$25,000	
SUBTOTAL	\$9,455	200 RU			\$1,891,000
BUILDING COST 5' OUT					
Demolition	\$1,000	200 RU		\$200,000	
Demolition - public areas	\$8	20,000 sf		\$160,000	
Bath Room - New	\$5,000	200 RU		\$1,000,000	
HVAC - New	\$5,000	200 RU		\$1,000,000	
Plumbing - 50% New	\$6,500	200 RU		\$1,300,000	
Electric - Data & Phone	\$5,500	200 RU		\$1,100,000	
Interior Partitions & Finishes	\$10	140,296 sf		\$1,403,000	
Public Areas - Lobby	\$75	20,296 SF		\$1,522,000	
Meeting Rooms	\$25	30,000 SF		\$750,000	
New Elevators	\$34	22,000 stops		\$748,000	
Kitchen - Restaurant - RI	\$25	2,000 RU		\$50,000	
Addition to Meeting Rooms	\$125	3,000 RU		\$375,000	
Electric - Public Area	\$50,000	1 EA		\$50,000	
New Stairwells	\$250,000	2 EA		\$500,000	
Contingency - Bldg & Dev	\$12,049,000	13.00% %		\$1,566,000	
SUBTOTAL	\$58,620	200 RU			\$11,724,000
	\$61.51	per sf			
F & F AND LINEN COST, TV ETC					
Kings	\$11,000	78 RU		\$858,000	
Double Queens	\$11,000	78 RU		\$858,000	
Loft Suites & Suites	\$15,000	44 RU		\$660,000	
Meeting Rooms	\$20,000	4 RU		\$80,000	
Signage - Roof & Blade Sign	\$100,000	1 LS		\$100,000	
Contingency	\$2,500,000	10.00% %		\$250,000	
General Equipment	\$125,000	1 LS		\$125,000	
SUBTOTAL	\$14,655	\$200 RU			\$2,931,000
	\$15.38	per sf			
PRE-OPENING COST	\$400	200 RU		\$80,000	\$80,000

SUB-TOTAL

\$83,130

200 RU

\$16,626,000

ITEM	\$/UNIT	# UNITS	UNIT	TOTAL	SUB-TOTAL
GARAGE RENOVATION					
Bridge to Garage	\$1	300,000	sf	\$300,000	
Stair & Metal Repair	\$15	2,000	sf	\$30,000	
Garage Repair - concrete - joints	\$0.50	75,000	sf	\$38,000	
Electric	\$10,000	3	FLR	\$30,000	
Elevator	\$22,000	3	FLR	\$66,000	
Elevator Shaft & Pit	\$10,000	3	FLR	\$30,000	
Façade Repair	\$1	25,000	sf	\$25,000	
Gate, Security & Money Collector	\$1	180,000	LS	\$180,000	
SUBTOTAL	\$3,495	\$200	RU		\$699,000
	\$75	400	PS		
	\$4.99	\$140,000	per sf		
SUB-TOTAL	\$86,625	200	RU		<u>\$17,325,000</u>
DSW DIRECT OVERHEAD	\$17,325,000	8.00%		\$1,386,000	\$1,386,000
Contractor Profit & Dev Fee	\$17,325,000	15.00%		\$2,598,750	\$2,598,750
	\$6,930	200	RU		
SUB-TOTAL	\$106,549	200	RU		<u>\$21,309,750</u>
DEVELOPER OVERHEAD -	\$21,309,750	0.00%	RU		\$0
SUB-TOTAL	\$106,549	200	RU		<u>\$21,309,750</u>
ADDITIONAL COSTS					
LOAN CLOSING / Realtor	\$0	1	LS	\$0	
Land Trade	\$30,000	1	LS	\$30,000	
LAND - first purchase	\$6,352,000	1	ea	\$6,352,000	
Interim financing - 6 months	\$16,000,000	5.00%		\$336,000	
SUB TOTAL	\$33,590	200	RU		\$6,718,000
	\$35.25		per sf		
<u>Total Hotel & Garage with Land</u>	<u>\$140,139</u>	<u>200</u>	<u>RU</u>		<u>\$28,027,750</u>
Restaurant Infrastructure	\$105	10000	sf	\$1,050,000	<u>\$1,050,000</u>
Adjacent Land Purchase - City Purchase	In Negotiation			\$0	<u>\$0</u>
Demolition of adjacent Building	\$4	8120	sf	\$32,000	<u>\$32,000</u>
New Combined Drive Construction	\$10	4000	sf	\$40,000	<u>\$40,000</u>
Grand Total - Purchase of Adjacent Land NIC					<u>\$29,149,750</u>

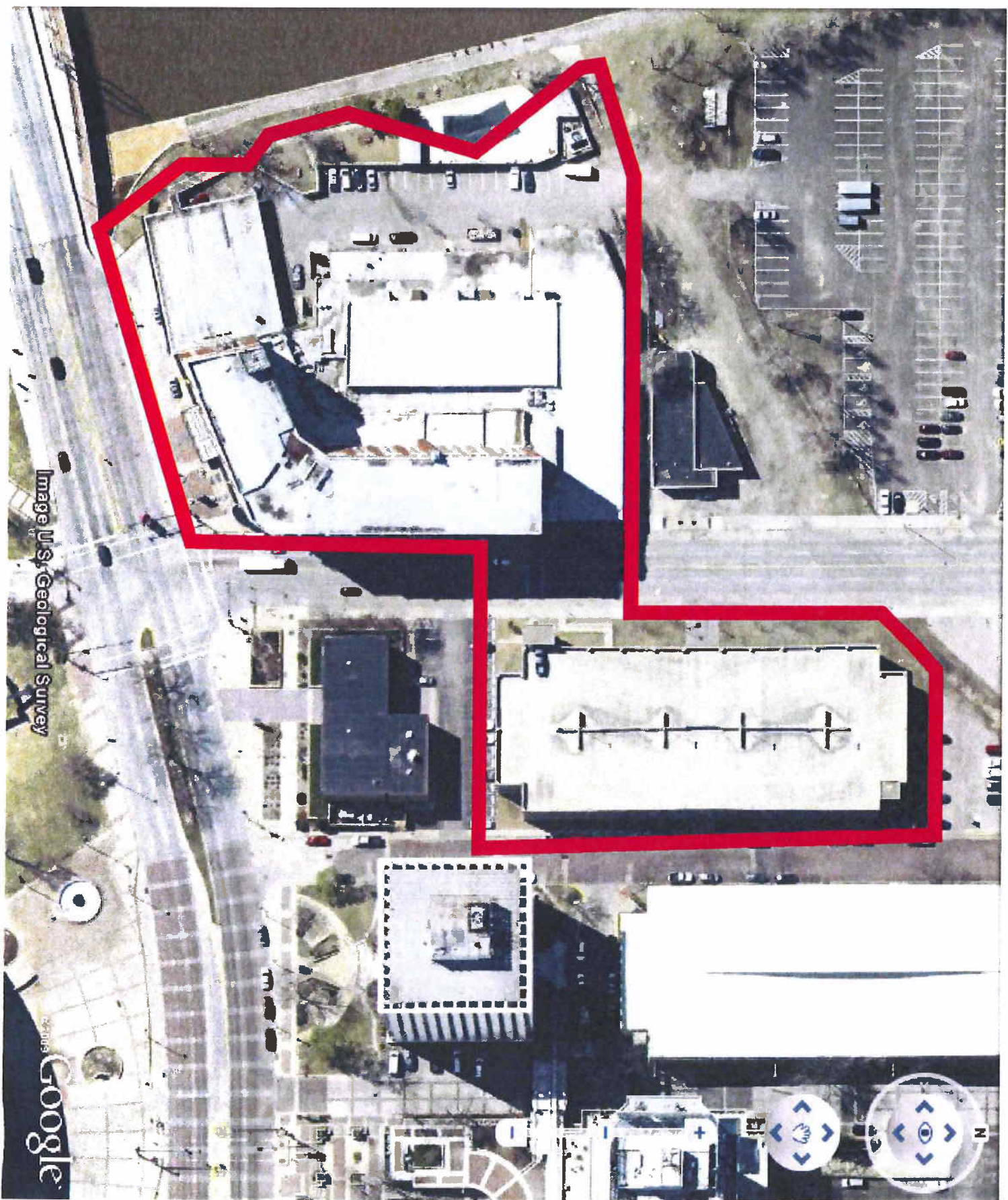


EXHIBIT B
LEGAL DESCRIPTION AND MAP EXHIBIT OF DISTRICT

EXHIBIT C
CID COSTS

EXHIBIT D
CERTIFICATION OF EXPENDITURESS

Request No. _____

Date: _____

Pursuant to the Development Agreement (the "Agreement") for the default community improvement district between the City of Wichita, Kansas and the undersigned (the "Developer"), the Developer requests reimbursement and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Agreement.
3. The names of the persons, firms or corporations to whom the payments have been made and reimbursement is hereby requested, the amounts to be reimbursed and the general classification and description of the costs for which each obligation requested to be reimbursed hereby was incurred are as set forth on **Attachment I** hereto.
4. These costs have been incurred and are reasonable costs that are reimbursable under the Agreement.
5. Each item listed above has not been previously reimbursed from the CID Sales Tax Fund and no part thereof has been included in any other Certification of Expenditures or other disbursement request previously filed with the City.

DSW BROADVIEW, LLC

By: Drury Southwest Inc., Manager

By: _____

Title: _____

Approved this ____ day of _____, 20__

CITY OF WICHITA

By: _____

City Representative

**ATTACHMENT I
TO CERTIFICATION OF EXPENDITURESS**

REQUEST NO. _____

DATED _____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment was made	Amount to be reimbursed	General classification and description of the costs of issuance for which the Obligation to be reimbursed was incurred
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City of Wichita
City Council Meeting
February 1, 2011

TO: Mayor and City Council

SUBJECT: East Kellogg Freeway, from Cypress to 127th Street East (District II)

INITIATED BY: Department of Public Works & Utilities and the Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the aesthetic design.

Background: Kellogg Avenue (US 54/400) is a vital east-west route through Wichita and Sedgwick County. Expansion of the Kellogg Avenue (US 54/400) corridor from a four lane expressway to the six lane freeway, known as the Kellogg Flyover, began in 1990 just west of Wichita's Central Business District. Successive projects have extended the freeway section both east and west for a total 13 miles from 111th Street on the west side to 1/2 mile east of Rock Road on the east side. Design of the unimproved portions of the corridor, are in various stages of completion. The current six lane improvement ends in east Wichita at Cypress just west of the Kansas Turnpike (KTA).

Design is underway to convert Kellogg from an expressway to a freeway from Cypress to 159th Street east. This section includes interchanges at KTA/Webb, Greenwich, K-96, 143rd, and 159th streets east. On December 4, 2007, the City Council approved hiring a consortium of engineers, artists, and landscape architects to design the project. The concept design was approved by the City Council on August 3, 2010.

Analysis: From the beginning, the engineers, landscape architects, and artists have worked together to integrate aesthetic features within the design of this project. As part of the approved design review process, the City of Wichita's Design Council recommended approval of the final aesthetic design on November 17, 2010. Final approval by the City Council of the aesthetic design is required to complete the construction plans.

Financial Considerations: The investment approved previously by the City Council included the effort to integrate aesthetics into the project. The construction cost will include aesthetic features when this project is brought back to the City Council for construction authorization. The total cost of the project is \$430 million which includes the cost of the aesthetic improvements.

Goal Impact: This project addresses the Quality of Life goal by producing an aesthetically pleasing environment.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the aesthetic design.

Attachment: Aesthetic Workbook

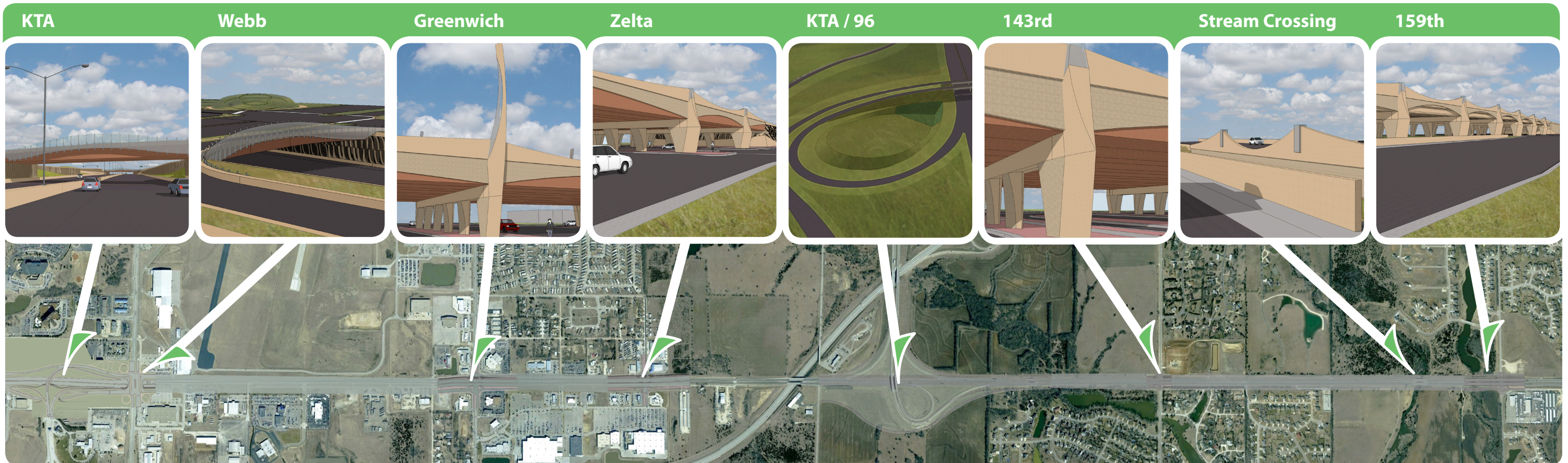
WIND OVER PRAIRIE

East Kellogg Segments 1 & 2

October 11 2010

Wichita Team for East Kellogg

PB Americas, Inc.
Baughman Company, P.A.
Kent Williams Environmental Design
Land Acquisitions, Inc.
MJ Harden
MKEC Engineering Consultants, Inc.
TranSystems
Vicki Scuri SiteWorks



Introduction

Contents

Our work captures Wichita’s cultural heritage, emerging from its roots in the prairie grasslands, ultimately arising as an aviation industry leader. Inspired by the strength of wind, the image of wind-over-prairie and Wichita’s aviation identity, we embrace the graceful movements of wind, grass and airfoils. These dynamic shapes and forces best describe the pioneering spirit of Wichita, which is steady, persevering, flexible and strong. Captured in arcing shapes, patterned movements and sweeping gestures we celebrate Wichita’s identity through its infrastructure. The design vocabulary builds from the county line, marking key interchanges and announcing the arrival of the east entry at KTA/Webb.



Introduction	1
Patterns	2
• Wall Patterning	3
Bridges	4
• KTA / Webb	5
• Greenwich	6
• Zelta and Others	7
Landscape	8
• Prairie Medallions	9
Conclusion	10

Pattern Inspirations



CONTEXT

Wichita's context is defined by grass, from the natural landscape to the earliest settlements; as is the contextual response of the patterning.



NATURE

Taking cues from nature and incorporating prairie themes into the design connects it to the local landscape; creating a sense of place.



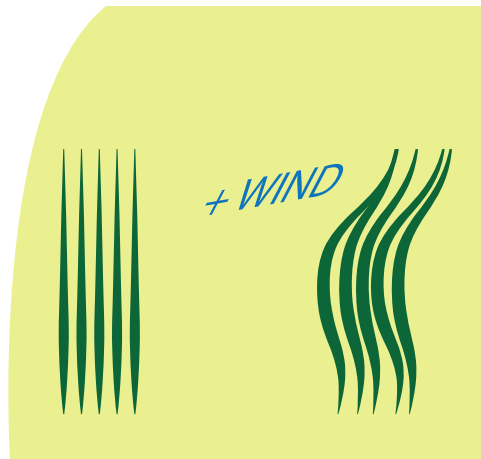
WIND

Kansans have been using the wind for generations and this scheme celebrates and makes visible the wind as it rushes across the prairie.



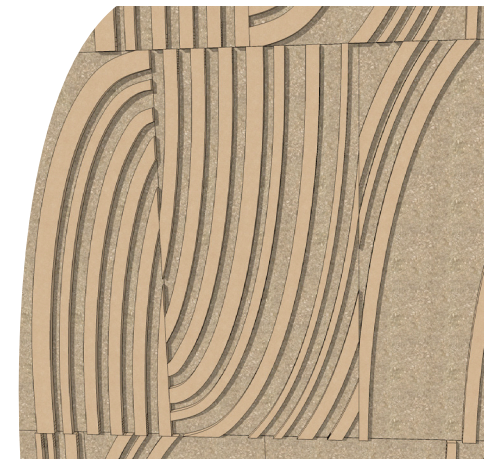
GRASS

The bending of each blade is a symbol of strength and an elegant formal gesture which is incorporated into the pattern concepts.



BENDING

As wind hits grass it creates bending forms that inspire the pattern giving a specific interest at a human scale.



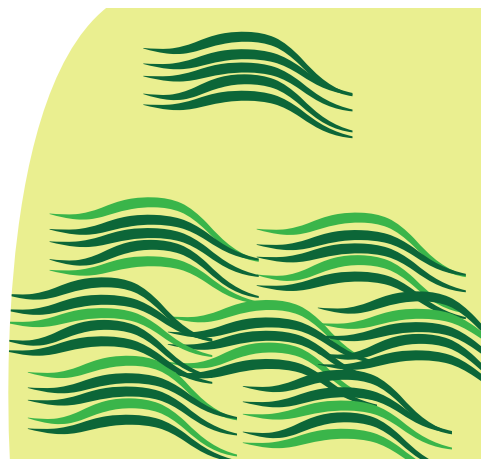
PATTERN

The wind rushing across prairie grasses creates two movements, a local bending of each blade, and the general rippling of the prairie surface.



PRAIRIE

The rippling waves of grass in the wind create a subtle, gentle rhythm across the prairie landscape; a rhythm echoed by the large patterned expanses.



RIPPLING

The way the individual patterns ripple together creates an exciting large movement of contraction and release across a wall.



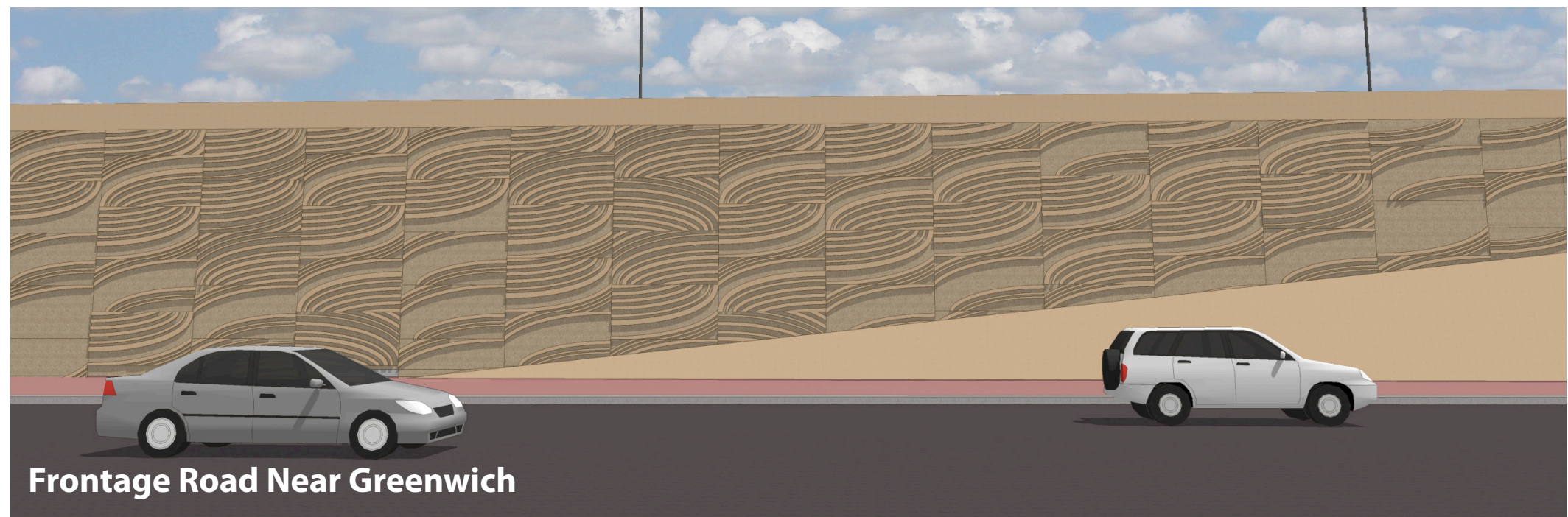
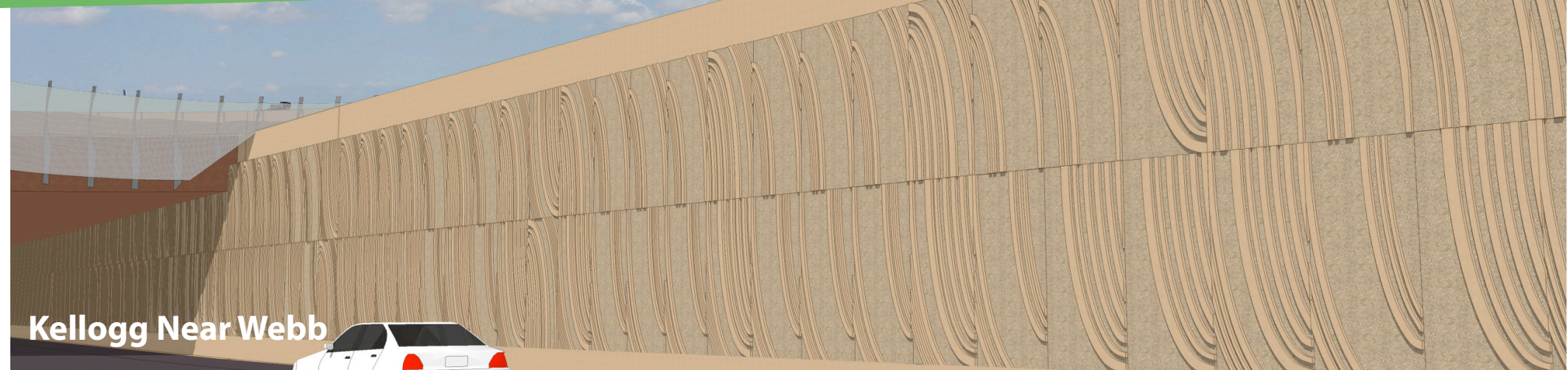
PATTERN

The pattern incorporates and abstracts both the individual blade of bending grass and the larger gesture of a rippling windswept field.

Wall Patterning

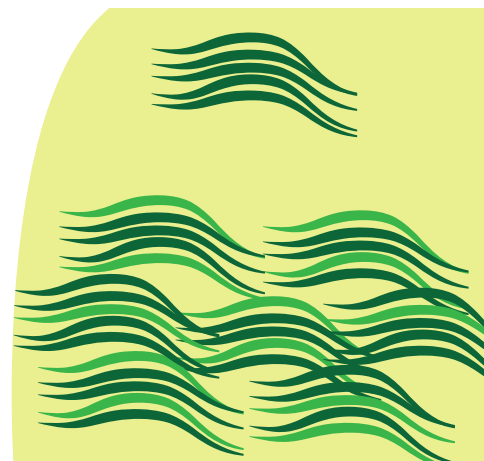
Grass in the Wind

By using a series of module panels, great variation and interest is created through pattern development inspired by the windswept curves of the prairie. Turning the same pattern units sideways allows the walls along the elevated portions of roadway to evoke larger expanses of grassy fields bending and rippling in the wind. This reinforces the gesture and strength of the bridge abutments. The tremendous expression of movement in the patterns makes these walls vibrant and evocative when moving past.



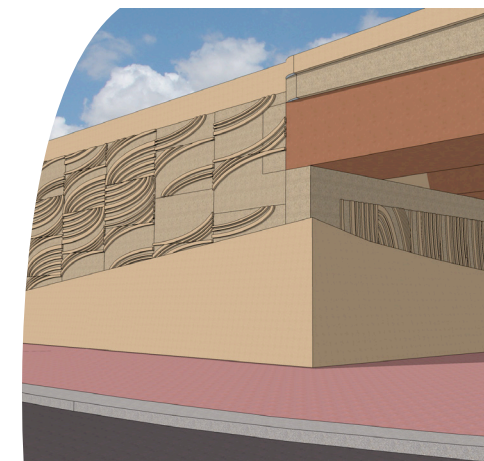
PRECEDENT

As seen in Vicki Scuri Siteworks' previous projects, adding form-liner patterning to a wall surface creates powerful textural interest.



RIPPLING

The rippling gesture in this scheme is expressed in strong diagonal movements that pull the eye along an interesting curvy path.



STRENGTH

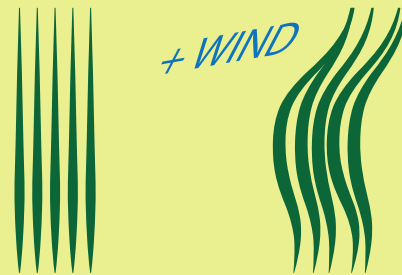
The strong heavy elements at the abutments are reinforced by the patterns which continue vertically under the bridge adding a sense of openness.

Bridge Inspirations



STRENGTH

Remembering the parable about grass having strength in its ability to bend in the wind, the bridges show strength in their grasslike forms.



BENDING

Abstracting the shape of a blade of grass bending leads to a graceful curving form that is at once strong and elegant.



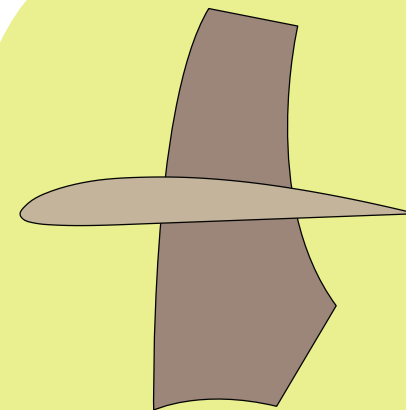
TOWER FORMS

This form is perfect for towers and piers, elements that demand both strength and elegance, while continuing the concept of grass in wind.



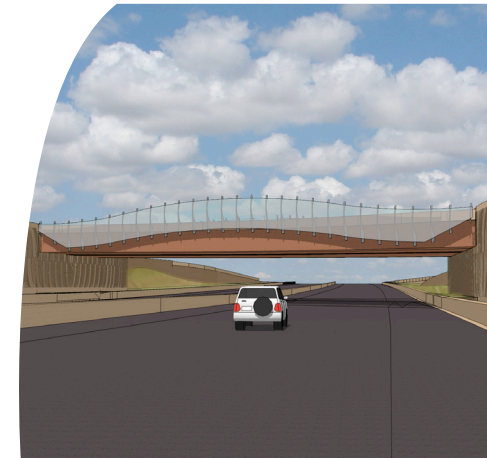
HERITAGE

Wichita is famous for its innovative solutions in aeronautic history, streamlined forms that are both strong and beautiful.



AERONAUTICS

By utilizing graceful aerodynamic forms the bridges connect to a larger history of Wichita by being evocative of the airplane industry.



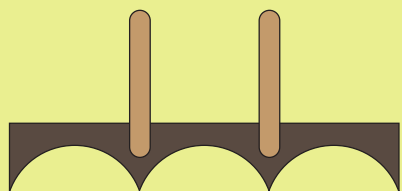
BRIDGE FORMS

Wings, propellers, stabilizers, and fuselages have all been abstracted into stylized harmonious forms that work as a whole across the scheme.



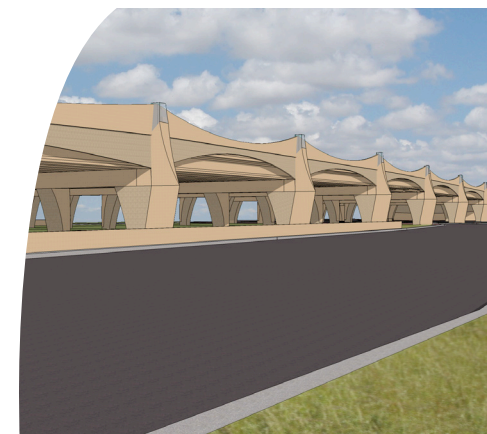
HISTORY

Wichita has a strong history of bridges, such as the Minisa Bridge, and by exploring these typologies the scheme connects to the local context.



TRADITION

Towers and arches are traditional elements of bridge design and are used to create rhythm within the scheme.



BRIDGE FORMS

The bridges represent a marriage of history, context, tradition, and strength creating a beautiful coherent solution.

KTA / Webb

Airfoil Arches

Translucent airfoil arches of perforated metal screen define the span of the bridges, reminiscent of airplane airfoil and wing forms, adding lightness and lift. Held by a series of “mini tower” supports, the forms curve in three directions, shaping the space above and below. The screens become welcoming landmarks when entering the city from the east or coming on or off the KTA while defining nearby neighborhoods at Webb with a sophisticated and unique gesture. The overpasses become amenities to the community and the city as a whole.

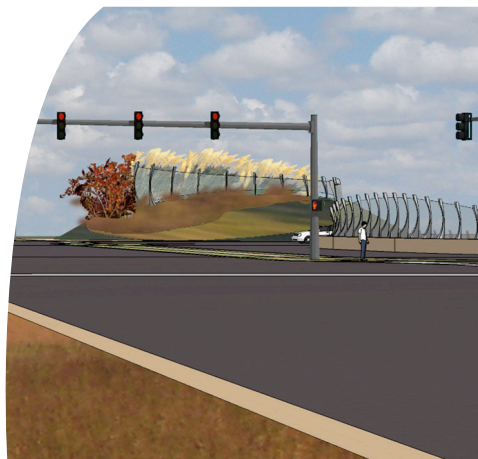


Kellogg at KTA, Looking East with Webb Beyond



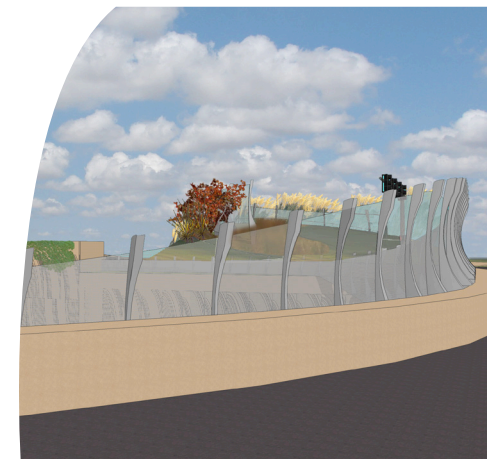
HERITAGE

Inspired by aeronautic forms the bridges have a lightweight grace that is a gesture of strength and streamlined elegance.



TRADITION

The space above the bridge is held by the bridge struts which adapt the Greenwich tower profiles as support structures for the curved mesh.



MATERIALITY

The lightweight metal mesh screen creates a surface that is interesting without being heavy, it is a material that can define a space while opening it up.

Greenwich

Aeronautical Form

Celebrating its status as a landmark, the bridge is framed by four towers, each a beacon working in concert to establish a sense of place. Neighborhood icons, the towers are a striking gesture as they spring organically upward along the roadway. The bridge is tied back to the region through history, heritage, and context each informing the visual, formal, and emotional response of the bridge. A true amenity to the community it is a force of beautification and an appropriate and sensitive response to the site creating tremendous value to the area.



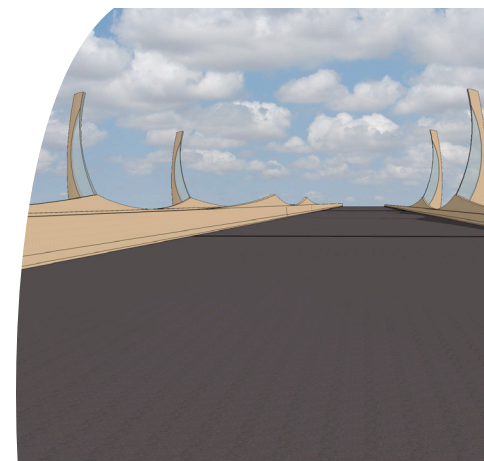
PRECEDENT

In Wichita, bridge towers become a powerful landmark in contrast to the prairie, precedents include those found at the Keeper of the Plains.



HERITAGE

Streamlined forms and graceful movements define airplane design, forms and movements that are expressed in the bridges and towers.



LANDMARKS

Driving on the bridge the swooping forms are a graceful statement punctuated by the towers which become powerful place-making landmarks.

Zelta and Others

Streamlined Curves

Continuing the language of Greenwich, the bridge at Zelta serves as a reference for all other crossings. The towers necessary to create a landmark have been reduced to subtle brackets holding the forms in place. This allows for each bridge to feel unified without competition between them. It brings the poetic gesture of the gentle arches into the fore as the key formal movement. Changes in texture highlight the visual power of the bridge's patterns, arches, and piers working together to create a complete design.

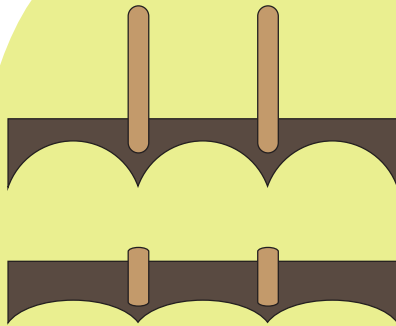


Intersection at Zelta



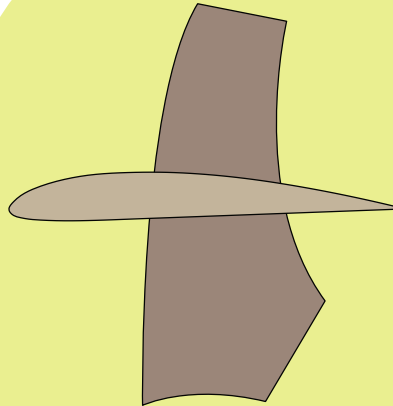
HISTORY

Wichita's historic bridges, such as the John Mack Bridge, use the rhythm of arches not only as structural form but as a larger poetic movement.



BRIDGE FORMS

For the remaining overpass bridges the towers have been reduced to brackets that have the same formal language, this sets a quieter tone.



HERITAGE

The aerodynamic forms of the swooping arches take their streamlined appearance from aeronautic design inspirations.

Landscape Inspirations



SWALES

Natural ponds nestled between the gentle prairie hills inspire the swales along Kellogg in the planted areas.



EASTERN GEOLOGY

The centuries of wind and water erosion have defined the geology of the Flint Hills; undulating curves within the larger expanse of prairie.



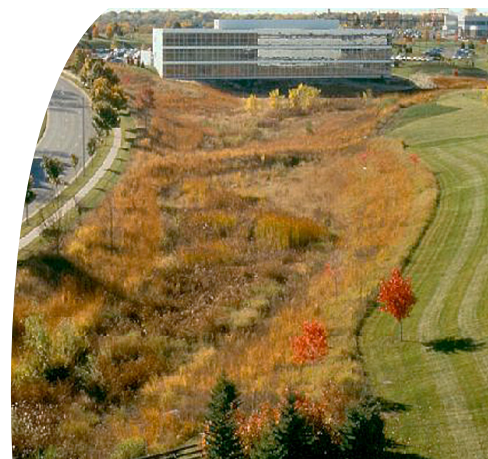
WESTERN LIMESTONE

Limestone outcroppings inspire the concrete color and texture as well as the use of limestone in the planted areas.



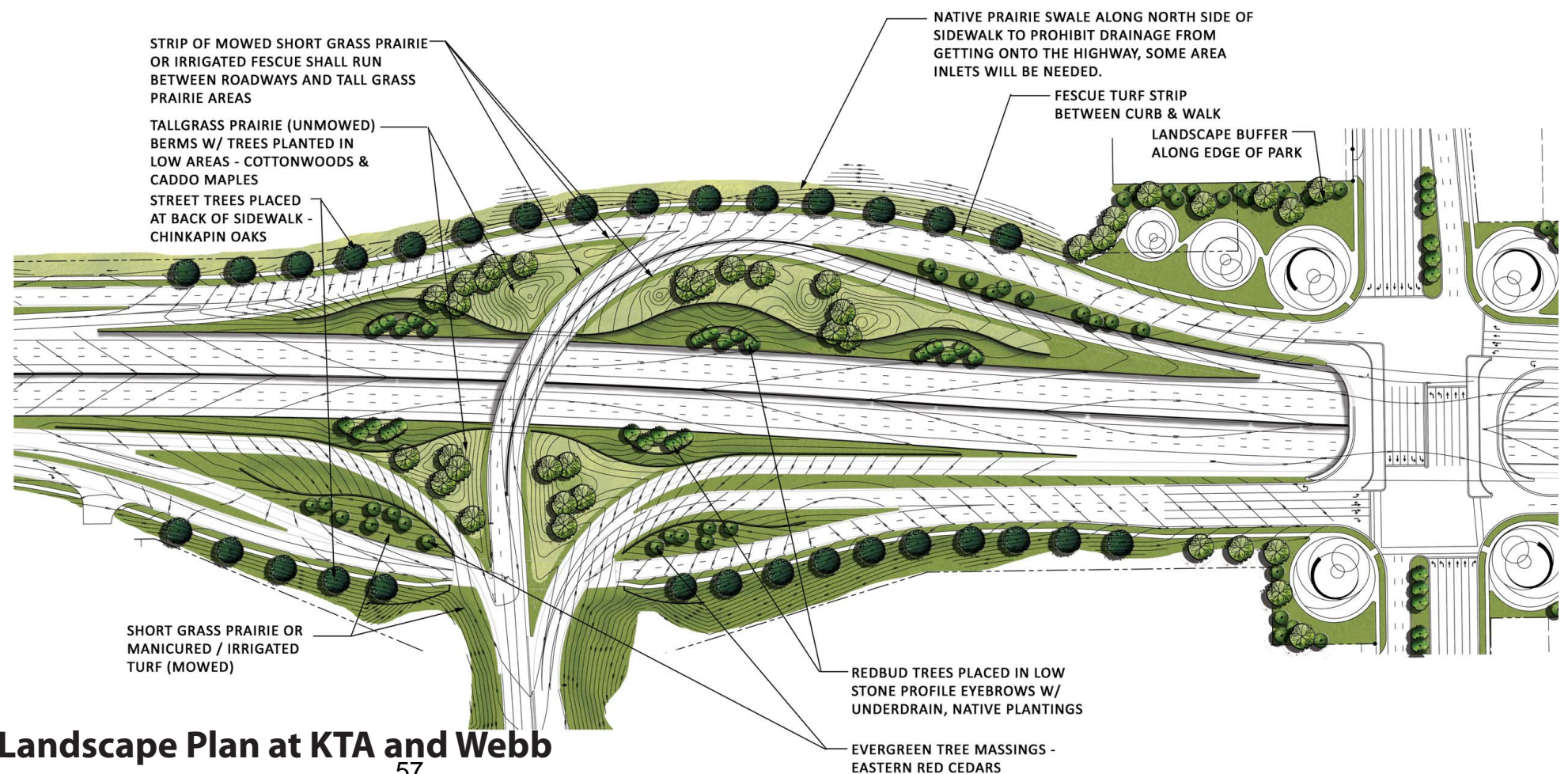
NATIVE ACCENTS

Using native plants allows for easy maintenance and sustainable irrigation practices while redeveloping the reference to the prairie.



GRASS

The contrast of prairie against mowed grass creates textural interest in the landscape balancing a maintained edge with a more natural boundary.



Landscape Plan at KTA and Webb

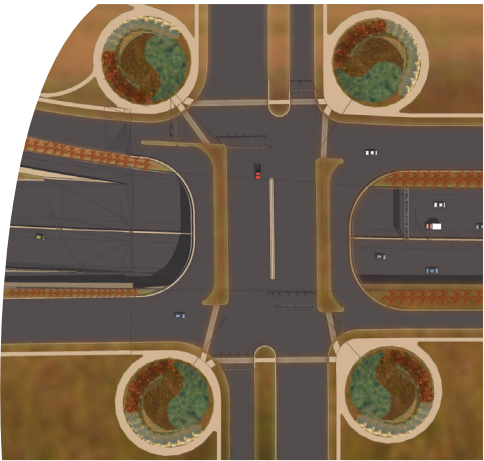
Prairie Medallions

Platform Landmarks

The disk elements frame the four corners of the Webb intersection and, as gateway features, they are welcoming and visually compelling. The disks serve as platforms for a composition connecting the language of the Webb bridge with native plants in a variety of textures and colors. They are interesting at the scale of the Webb Road and at the level of the pedestrians who will engage the landscape at the intersection while walking by and around them to get to the nearby linear park which will be built with this project.

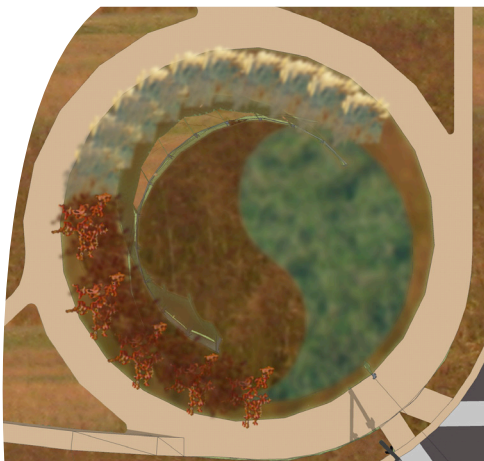


On Webb Looking North at Disks



FOUR CORNERS

The disk elements serve as place makers defining the nature of the four corners of Webb as landmarks and gateways to the neighborhoods beyond.



PLANTING PLAN

Contrasting mowed grass and natural prairie grasses creates textural interest while taller shrubs and trees provide a backdrop for the vignette in front.



NATIVE PLANTS

Colorful sweeping bands of native plants and grasses, provide movement and scale to the four corners marking Webb.

Conclusion

Notes



Kellogg at Webb, Looking West with KTA Beyond

We celebrate ourselves and future generations by respecting the forces of wind that make and shape our world. Wind-over-prairie is eternal. Aircraft is Wichita’s legacy. Our project blends the best of both, creating infrastructure as city identity and landmark, marking Wichita’s greatest achievements, affirming its legacy and future promise.

Image Sources

- Cover: All images: Vicki Scuri SiteWorks
- Page 1: Main image: Kent Williams
- Page 2: Upper Left: Edward S. Curtis Collection/Library of Congress, Washington, D.C. (neg. no. LC-USZ62-118773)
Upper Center and Lower Left: Kent Williams
Upper Right: Flickr User kansasexplorer3128
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Middle Left: Wichita Photo Archives, Aviation, www.wichitaphotos.org/graphics/wsu_ms98-18.21.7.1.jpg
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- Page 9: Main, Lower Left: Vicki Scuri SiteWorks
Lower Center and Right: MKEC
- Page 10: Main image: Vicki Scuri SiteWorks

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City of Wichita
City Council Meeting
February 1, 2011

To: Mayor and City Council

Subject: Veteran's Memorial Park Donation (District VI).

Initiated By: Department of Park and Recreation

Agenda: New Business

Recommendation: Accept the donations.

Background: John S. Stevens Veteran's Memorial Park, located at 339 North Greenway Boulevard, includes the Kansas Korean War Memorial, Pearl Harbor Memorial, U.S. Submarine Veteran's of World War II Memorial, SS 248 Dorado Memorial, U.S. Navy Armed Guard Memorial, U.S. Navy Fleet Marine Hospital Corps Memorial, U.S.S. Wichita Memorial, U.S. Marine Corps Memorial, U.S. Merchant Marine Memorial, Vietnam Veteran's Memorial and Flag Pavilion.

On July 21, 2009, the City Council agreed that Veteran's Memorial Park of Wichita, Inc. (VMPWI) would develop a master plan for the development of Veteran's Memorial Park. Part of the Long Range Plan Agreement is that all memorial requests will be presented to the Board of Park Commissioners and a joint committee for approval. The City will not provide financial assistance for additional memorials, but will continue to be responsible for grounds and electrical maintenance for the entire park. Procedures are being followed which are outlined in the agreement.

On December 20, 2010, VMPWI offered a donation to the Board of Park Commissions of two memorials to be placed within Veteran's Memorial Park: a memorial to the Revolutionary War Patriots, and a memorial honoring those serving in Armed Forces of the United States in World War II. The Board of Park Commissioners unanimously voted to approve and recommend the City Council accept the donation pending Design Council approval.

Analysis: In a vacant planting area near the flag pavilion, three six foot tall, eight inch thick granite panels will be placed on an elevated stand. Panels will show the minute man, rifle pointing toward the flag pavilion, a dedication panel, writing from the Declaration of Independence with signers, the Constitution with signers and the Concord Hymn. Six chapters of the Daughters of the American Revolution and Sons of the American Revolution, as the sponsoring agencies, will be placed on the circular surround. Scheduled completion will be 2013. Estimated cost is \$30,000 for the monument and \$10,000 for the surround. As stated in the VMPWI agreement, ten percent of the memorial cost will be placed in an endowment for long term maintenance.

Additionally, two six foot tall, eight inch thick granite panels will be placed at the east end of the walkway along the river to name World War II row. The panel will honor all major combat theaters and branches of the United States Armed Services. The estimated cost will be \$38,000 and contributions are already being collected. As stated in the VMPWI agreement, ten percent of the memorial cost will be placed in an endowment for long term maintenance. Completion is targeted to coincide with the 70 year anniversary of the attack on Pearl Harbor, December 7, 1941.

Financial Consideration: The donation will have no impact on the Park Department's operating budget.

Goal Impact: The memorial donations will increase the Quality of Life for citizens in the community.

Legal Consideration: None.

Recommendation/Actions: It is recommended that City Council accept the memorial donations.

Attachment: None.

**City of Wichita
City Council Meeting
February 1, 2010**

TO: Mayor and City Council

SUBJECT: Criteria Addendum for Operational Agreements for Group One Organizations
(All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: It is recommended that the City Council approve the addendums to the Operating Agreement contracts outlining the Operating Agreement Criteria for the Group One organizations.

Background: On November 2, 2010 the Performance contracts and the Operating Agreements were brought before the City Council for approval. Along with the Operating Agreements, the City Council was given copies of the Operating Agreement Criteria which was added to the contracts as an addendum.

This addendum clarifies criteria to be used to evaluate Group One organization's Operational Agreement Annual Reports. Organizations will be asked to provide the following information to the Cultural Funding Committee for their review:

- Demonstrated average annual growth over a three-year time period in earned income and/or private contributions.
- Assurance of financial security by maintenance of a three to six month operating reserve.
- Funding amounts identified in the Operating Agreement for FY2012.
- Development of Improvement Plans for organizations who do not meet excellence criteria established as a result of the annual review of these agreements.
- Demonstration of how City funding expenditures were used.
- Inclusion of City representation on all boards.
- Quality of Organization
- Community Impact
- Financial Stability

Analysis: As a result of concern expressed regarding the clarity of the criteria developed, the attached addendums were submitted for approval to the Board of Directors for each Group One organization. Old Cowtown Museum does not have an Operating Agreement but has agreed to be held to the same standards of excellence as the other Group One organizations.

Financial Consideration: There is no financial consideration for the contract addendums.

Goal Impact: To Enhance the Quality of Life for citizens of Wichita by protecting the City's investment in arts and cultural organizations.

Legal Consideration: Law department has prepared and approved the form of the contract addendums.

Recommendations/Actions: It is recommended that the City Council approve the addendums to the Operating Agreement contracts outlining the Operating Agreement Criteria for the Group One organizations.

Attachments: 1 Operating Agreement Criteria addendum for Botanica
1 Operating Agreement Criteria addendum for the Wichita Art Museum
1 Operating Agreement Criteria addendum for Mid-America All-Indian Center
1 Operating Agreement Criteria addendum for Wichita Sedgwick County Historical Museum

Annual Operating Agreement Report Criteria for Botanica, Inc.

The City of Wichita provides the following criteria for the Organization's benefit in preparing for the annual review process. These criteria will give the Organization guidance in preparing the annual State of the Organization report, and notice of the basis the City will use to evaluate the Organization's performance for purposes of continuing funding consideration.

Quality of Organizations

- Demonstrates diversity of board members and rotation of members
- Identifies staffing levels and demonstrates staff stability.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts of the highest quality over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community, and/or constituency.
- Organizations commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identity program and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses, and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

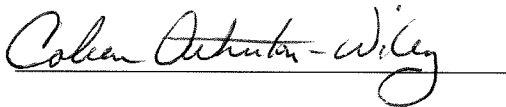
Financial Stability

- Identified different forms of financial support including grants, fundraisers and foundation.
- Explained how operating funds from the City of Wichita were used.
- Balanced operating budget.
- Public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships, and total attendance of school groups/tours.)
- Executed a strategic plan.
- Demonstrated 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.

Please note that the City of Wichita will provide an Annual Operating Agreement Report Form for the completion of the annual report and the City of Wichita retains the right to request additional information.

The parties agree that this criteria amends the existing Operating Agreement previously approved by City Council on November 2, 2010.

Botanica, Inc.



Coleen Atherton-Wiley, President
Botanica, Inc.

City of Wichita



CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Annual Operating Agreement Report Criteria for Mid-America All-Indian Center, Inc.

The City of Wichita provides the following criteria for the Organization's benefit in preparing for the annual review process. These criteria will give the Organization guidance in preparing the annual State of the Organization report, and notice of the basis the City will use to evaluate the Organization's performance for purposes of continuing funding consideration.

Quality of Organizations

- Demonstrates diversity of board members and rotation of members
- Identifies staffing levels and demonstrates staff stability.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts of the highest quality over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community, and/or constituency.
- Organizations commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identity program and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses, and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identified different forms of financial support including grants, fundraisers and foundation.
- Explained how operating funds from the City of Wichita were used.
- Balanced operating budget.
- Public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships, and total attendance of school groups/tours.)
- Executed a strategic plan.
- Demonstrated 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.

Please note that the City of Wichita will provide an Annual Operating Agreement Report Form for the completion of the annual report and the City of Wichita retains the right to request additional information.

The parties agree that this criteria amends the existing Operating Agreement previously approved by City Council on November 2, 2010.

Mid-America All-Indian Center, Inc.

City of Wichita



Bobbi Meairs, Chairperson of the Board of Trustees
Mid-America All-Indian Center, Inc.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Annual Operating Agreement Report Criteria for Wichita Art Museum, Inc.

The City of Wichita provides the following criteria for the Organization's benefit in preparing for the annual review process. These criteria will give the Organization guidance in preparing the annual State of the Organization report, and notice of the basis the City will use to evaluate the Organization's performance for purposes of continuing funding consideration.

Quality of Organizations

- Demonstrates diversity of board members and rotation of members
- Identifies staffing levels and demonstrates staff stability.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts of the highest quality over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community, and/or constituency.
- Organizations commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identity program and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses, and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.


Financial Stability

- Identified different forms of financial support including grants, fundraisers and foundation.
- Explained how operating funds from the City of Wichita were used.
- Balanced operating budget.
- Public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships, and total attendance of school groups/tours.)
- Executed a strategic plan.
- Demonstrated 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.

Please note that the City of Wichita will provide an Annual Operating Agreement Report Form for the completion of the annual report and the City of Wichita retains the right to request additional information.


The parties agree that this criteria amends the existing Operating Agreement previously approved by City Council on November 2, 2010.

Wichita Art Museum, Inc.



Marni Vliet, Chairperson of Board of Trustees
Wichita Art Museum, Inc.

City of Wichita



CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Annual Operating Agreement Report Criteria for Wichita Sedgwick County Historical Museum Association

The City of Wichita provides the following criteria for the Organization's benefit in preparing for the annual review process. These criteria will give the Organization guidance in preparing the annual State of the Organization report, and notice of the basis the City will use to evaluate the Organization's performance for purposes of continuing funding consideration.

Quality of Organizations

- Demonstrates diversity of board members and rotation of members
- Identifies staffing levels and demonstrates staff stability.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts of the highest quality over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community, and/or constituency.
- Organizations commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identity program and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses, and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

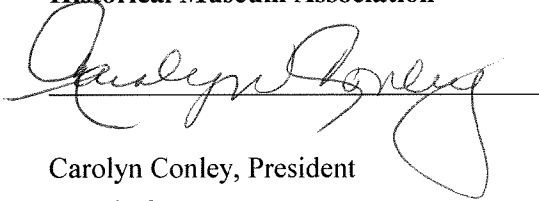
Financial Stability

- Identified different forms of financial support including grants, fundraisers and foundation.
- Explained how operating funds from the City of Wichita were used.
- Balanced operating budget.
- Public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships, and total attendance of school groups/tours.)
- Executed a strategic plan.
- Demonstrated 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.

Please note that the City of Wichita will provide an Annual Operating Agreement Report Form for the completion of the annual report and the City of Wichita retains the right to request additional information.

The parties agree that this criteria amends the existing Operating Agreement previously approved by City Council on November 2, 2010.

**Wichita Sedgwick County
Historical Museum Association**



Carolyn Conley, President
Board of Trustees

City of Wichita

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**City of Wichita
City Council Meeting
February 1, 2011**

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I, III, IV and VI

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolutions.

Background: On December 21, 2010, a report was submitted with respect to the dangerous and unsafe conditions on the properties listed below. The Council adopted a resolution providing for a public hearing to be held on the condemnation actions at 9:30 a.m. or soon thereafter, on February 1, 2011.

Analysis: On November 1, 2010, the Board of Code Standards and Appeals conducted hearings on the properties listed below as items (a) and (d). On December 6, 2010, the Board of Code Standards and Appeals conducted hearings on the properties listed below as items (b), (c), (e), (f), (g) and (h). The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

<u>Property Address</u>	<u>Council District</u>
a. 838 South Topeka	I
b. 1446 North Estelle	I
c. 1030 North Poplar	I
d. 3916 / 3920 East Roseberry Ct. (duplex)	III
e. 2736 West Anita	IV
f. 5949 North Armstrong	VI
g. 1209 North Jackson	VI
h. 772 North St Paul (south structure)	VI

Detailed information/analyses concerning these properties are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on December 27, 2010 and January 3, 2011. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) all taxes have been paid to date as of February 1, 2011; (2) the structures have been secured as of February 1, 2011, and will continue to be kept secured; and (3) the premises are mowed and free of debris as of February 1, 2011, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official City paper and advise the owner of these findings.

Attachments: Memorandums to Council, case summaries, and resolutions.

DATE: January 11, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 838 S. TOPEKA

LEGAL DESCRIPTION: LOTS 70 AND 72, BLOCK 7, ORME & PHILLIPS ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 39 x 44 feet in size. Vacant for at least 10 months, this structure has been badly damaged by fire. It has fire damaged, rotted and missing siding; fire damaged and badly worn composition roof with holes and missing shingles; deteriorated front porch; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: January 11, 2011

BCSA GROUP # 1

ADDRESS: 838 S. TOPEKA

ACTIVE FIELD FILE STARTED: June 19, 1996

NOTICE(S) ISSUED: Since June 19, 1996, notice of improvements and numerous violation notices have been issued. The Wichita Police Department requested OCI assistance with this property in 1999, 2001 and 2002. From 1999 through 2008, repairs progressed resulting in some violations being cleared. On January 8, 2007, OCI staff completed an Emergency Board-up on this property at a cost of \$194.34. In April 2009, this property was badly damaged by a fire. In July 2009, a Tall Grass and Weeds case was initiated resulting in owner compliance. In January 2009, October 2009, February 2010 and June 2010, there were Neighborhood Nuisance Enforcement cases initiated on this property all resulted in owner compliance. It should be noted this property has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: December 9, 2009

TAX INFORMATION: The 2010 taxes are delinquent in the amount of \$671.34.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some wood, lumber and bricks in the yard. It should be noted that on November 24, 2010, a Neighborhood Nuisance Enforcement case was started on this property and remains open.

VACANT NEGLECTED BUILDING REPORT: Pending case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From October 1992 through July 2006, there have been a thirty two reported police incidents at this location including forcible rape, burglary residence, auto theft recovered not damaged, prostitution, transport open container, other miscellaneous offenses, found miscellaneous property, larceny a all other \$1000+, battery domestic violence, disturb the peace phone call domestic violence, pedestrian violation, other destruction of property, larceny b all other, battery (2), miscellaneous report (11), miscellaneous officers (4) and suspicious character other (2).

FORMAL CONDEMNATION ACTION INITIATED: December 18, 2009

RECENT DEVELOPMENTS: Some work has progressed, although no violations have been cleared. The broken windows on the second story have been boarded. The structure is secure.

OWNER'S PAST CDM HISTORY: This owner previously had a property in condemnation. The owner had the property demolished in 2001.

BOARD OF C.S.&A. RECOMMENDATION: At the March 1, 2010, BCSA hearing Robert Carstedt, owner, was in attendance.

Mr. Carstedt explained to the Board that personal health issues had prevented him from making repairs to the property. Almost completely recovered from a debilitating injury, Mr. Carstedt said he intends to

repair the property. He said he had lined up individuals to start work in April, hoping to get the roof on and board up the structure within the next sixty days.

Chairman Hentzen inquired whether Mr. Carstedt had received insurance monies to fund the repairs. Mr. Carstedt said there were no insurance monies available. Board Member Harder asked if he had funds available for the repairs. Mr. Carstedt said he had enough money to repair the roof, clean up the rear side of the property, repair the structural damage, and board up the structure. Board Member Murabito asked whether he would be able to pay the delinquent taxes. Mr. Carstedt replied that he could pay the taxes for 2007 and 2008.

Board Member Harder made a motion to allow thirty days for Mr. Carstedt to formulate a plan for repairing the property, obtain an estimate for the cost of such repairs, determine whether he will have the necessary funds available, and reappear before the Board to report on the status. Board Member Murabito seconded the motion. The motion passed.

At the April 5, 2010, BCSA hearing The property owner, Robert Carstedt, attended the hearing on behalf of this property.

First presented to the Board at the March 1, 2010, hearing, an extension of thirty days was granted to the owner to formulate a plan of action for repairing the property, obtain estimates for repair of the property, determine whether he would have the necessary funds available, and then return to advise the Board of the status. The 2007, 2008, and 2009 taxes are delinquent in the amount of \$2,190.79, which includes Special Assessments and interest. There is miscellaneous debris from the fire still on the premises. As of March 23, 2010, no repairs had been made. The main floor of the structure was secure.

Mr. Carstedt informed the Board that he had received an estimate for work on the property. The work is scheduled to begin the next week,. Additionally, some of the windows have been repaired; Mr. Carstedt intends to repair the siding and the fire damage, including the roof rafters. He speculated that he would have the money to pay the delinquent taxes by the middle of the next week; he already has the money to repair the roof, the siding, and the fire damage, and has some of the supplies stored in the house. Board Member Harder asked how long Mr. Carstedt expected to need to finalize the repairs. Mr. Carstedt said he would need sixty to ninety days, although he would work as quickly as possible. He explained that an incapacitating injury had prevented him from working on the repairs until recently.

Board Member Harder made a motion that an additional ninety days be granted in order to allow the owner to complete the repairs, maintaining the property in a clean and secure condition in the interim, and to pay the delinquent taxes. Board Member Coonrod seconded the motion. The motion carried.

At the July 12, 2010, BCSA hearing the property owner, Robert Carstedt, attended the hearing.

On April 5, 2010, at its regularly scheduled meeting, the Board granted ninety days for the completion of the repairs, maintaining the site in a clean and secure condition in the meantime. The 2008 and 2009 taxes are delinquent in the amount of \$1430.02; no repairs have been made.

Mr. Carstedt said that the financing he had arranged to fund the repairs had fallen through; however, another family member was able to obtain financing in the first part of July. The taxes are paid through 2010. A contractor has been hired to begin assisting with the repairs beginning the middle of the upcoming week.

Board Member Youle made a motion to grant an extension until the regularly scheduled September meeting for the repairs to be completed. Board Member Banuelos seconded the motion. The motion passed.

At the September 13, 2010, BCSA hearing The owner, Robert Carstedt, attended the meeting. The Board was first apprised of this property at the March 1, 2010, regularly monthly meeting. The property was presented to the Board again at the April 5 and July 12 meetings. Mr. Carstedt was present at the July hearing when the Board approved an extension until the September 13, 2010, meeting, to finish the required repairs. The taxes are current, and there are no Special Assessments against the property. The premise condition is maintained; however, there have been no repairs made, and the roof is collapsing further. The main floor is secure.

A contractor has been hired, Mr. Carstedt informed the Board, and will begin work on the structure around September 30th. Originally, work was to begin earlier in the month, Mr. Carstedt explained, but due to an unavoidable delay, the repairs were set back until the end of September. The roof will be replaced, a portion of the siding will be replaced, and the structural damage will be repaired.

Chairman Hentzen asked Mr. Carstedt if he had a contract from the individual hired to make the repairs. Mr. Carstedt replied that he had the paperwork that the individual had written out, listing the items to be done. In response to Chairman Hentzen's inquiry about permits, Mr. Carstedt said he planned to obtain the required permits before the end of the current week.

Board Member Youle made a motion to grant until the November 1, 2010, regular monthly meeting to allow Mr. Carstedt to bring the exterior into compliance with the minimum housing standards, or the property will be submitted to the City Council with a recommendation of condemnation, with ten days to begin razing the building and ten days to complete the wrecking. Board Member Hartwell seconded the motion. The motion carried.

At the November 1, 2010, BCSA hearing Robert Carstedt, owner, was present.

This property was first brought before the Board at the March 2010 hearing. Since then, the case has been reviewed by the Board numerous times, most recently at the September 13, 2010, hearing. At that time, Mr. Carstedt was present at the meeting when the Board approved an extension to allow Mr. Carstedt until the regularly scheduled November meeting to bring the exterior of the property into compliance with the minimum housing standards or the property would be submitted to the City Council with a recommendation of condemnation.

The taxes are current; there are no Special Assessments against the property. On a site visit on October 27, 2010, Central Inspection staff noted that exterior repairs were in progress; there was some construction debris and bulky waste on the porch. Some interior wall framing had been done; however, no work had begun on the roof, and its potential for collapse is a concern to Central Inspection staff.

Mr. Carstedt explained to the Board that he had a crew working full time on the property. He said the exterior should be completed by the last part of November. He said that he had already purchased replacement windows and has almost finished the installation. He also stated that he hauls construction debris off the site nearly every other day.

Board Member Hartwell made a motion that Mr. Carstedt be allowed an extension of thirty days to make significant progress on the exterior or reappear before the Board, maintaining the site in a clean and secure condition in the interim. Board Member Crotts seconded the motion. The motion passed with one Board Member in opposition.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy

33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 11, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1446 N. ESTELLE

LEGAL DESCRIPTION: LOTS 10 AND 12, ON ESTELLE AVENUE, ROSE HILL ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 34 feet in size. Vacant for at least 5 years, this structure has shifting and cracking concrete basement walls; deteriorated wood lap siding; sagging and badly worn composition roof; deteriorated front porch and the 12 x 20 foot accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: January 11, 2011

BCSA GROUP # 5

ADDRESS: 1446 N. ESTELLE

ACTIVE FIELD FILE STARTED: January 11, 2006

NOTICE(S) ISSUED: Since January 11, 2006, a notice of improvement and numerous violation notices have been issued. In May 2008, an Environmental case was initiated resulting owner compliance. In June 2009, a Tall Grass and Weeds case was initiated resulting in City of Wichita contractor abatement. In September 2009, a Neighborhood Nuisance case was initiated resulting in City of Wichita contractor abatement. On July 1, 2010, Central Inspection staff completed an Emergency Board-up at a cost of \$645.48. In September 2010, a Tall Grass and Weeds case was started on this property and remains open. It should be noted that Uniform Criminal Complaints have been issued regarding this property and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: April 13, 2010

TAX INFORMATION: The 2007, 2008, 2009 and 2010 taxes are delinquent in the amount of \$1,148.26, which includes interest.

COST ASSESSMENTS/DATES: There is a 2010 special assessment for lot cleanup in the amount of \$1,027.17, which includes interest and weed cutting in the amount of \$124.23, which includes interest.

PREMISE CONDITIONS: Some bulky waste.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Lot cleanup on December 15, 2009, in the amount of \$897.45 and weed mowing on July 9, 2009, in the amount of \$120.24. On October 18, 2010, weed mowing in the amount of \$123.00, which is pending assessment.

POLICE REPORT: From June 1991 through July 2007 there have been twenty-four reported police incidents at this location including burglary residence no force night, battery, battery domestic violence, disturb the peace fighting, other destruction of property, dead bodies found no witness (2), lost miscellaneous property, miscellaneous report (2), miscellaneous officers, mental cases, larceny b from auto, larceny b from building, aggravated assault firearms, aggravated assault clubbing, weapons other, child endangerment, disturb the peace excessive noise, other drivers license violation, destruction to auto and false alarms(3).

FORMAL CONDEMNATION ACTION INITIATED: October 18, 2010

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure. There is graffiti on the east and north wall of the accessory structure.

HISTORIC PRESERVATION REPORT: This property may be listed on the national, state and/or local registers as a designated historic resource or it may be within the prescribed environs of a state or national register listed property or historic district. As a result, this matter is being referred to the City's Historical Preservation Board for review to determine compliance with any applicable Federal, State, local law or regulations.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 6, 2010, BCSA hearing no one was present as a representative for this property.

The initial case was started on this property on January 11, 2006. There have been several Tall Grass and Weeds Cases on this property, with the City abating each one.

Board Member Harder made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to start wrecking and ten days to complete the removal. Board Member Willenberg seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 11, 2011

CDM SUMMARY

COUNCIL DISTRICT # I

ADDRESS: 1030 N. POPLAR

LEGAL DESCRIPTION: LOTS 23, 25 AND 27, BLOCK 2, ESTERBROOK PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 35 feet in size. Vacant for at least 11 months, this structure has shifting and cracking concrete block basement walls; rotted and missing wood siding; sagging and badly worn composition roof, with holes and missing shingles; deteriorated front porch; and the rotted framing members and wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: January 11, 2011

BCSA GROUP # 5

ADDRESS: 1030 N. POPLAR

ACTIVE FIELD FILE STARTED: January 7, 1992

NOTICE(S) ISSUED: Since January 7, 1992, a notice of improvement and numerous violations notices have been issued. In the past, Neighborhood Improvement Services (NIS) was contacted regarding this property. However, NIS was unable to offer assistance due to ownership issues. In December 2009, a Neighborhood Nuisance case was initiated on this property and remains open. Uniform Criminal Complaints have been issued regarding this property and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: June 2, 2010

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Clean

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: In April 1994 and September 1999, there were two reported police incidents of burglary residence at this location.

FORMAL CONDEMNATION ACTION INITIATED: October 18, 2010

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

HISTORIC PRESERVATION REPORT: This property may be listed on the national, state and/or local registers as a designated historic resource or it may be within the prescribed environs of a state or national register listed property or historic district. As a result, this matter is being referred to the City's Historical Preservation Board for review to determine compliance with any applicable Federal, State, local law or regulations.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 6, 2010, BCSA hearing Marvin Stone, Jr., and Marvetta Evans, two of the nine owners, were present on behalf of the property.

The case on this property has been active since January 7, 1992. Notices of Improvements and numerous Violation Notices have been issued on this property. Neighborhood Improvement Services was contacted regarding the property in the past; however, NIS could not provide assistance due to the number of owners. In December of 2009, a Neighborhood Nuisance Case was initiated and remains open. There was a Uniform Criminal Complaint issued on the property, and it has been in neighborhood court. The Pre-condemnation Letter was issued on June 2, 2010. The taxes are current, and there are no cost assessments against the property. The premise is in good condition. There is a Neglected Building Case

on the property. No repairs have been made; however, the structure is secure. It is possible that the property is within Historic Environs and may be eligible for listing. The Historic Preservation office has been notified of the current condition of the structure and potential demolition.

Addressing the Board, Mr. Stone said that a realtor had been contacted to try to sell the property but had been unable to attract a buyer. The family did receive an offer from a party who wanted a “rent to buy” contract, but the owners did not want the responsibility of being landlords. Mr. Stone told the Board that Mennonite Housing had been contacted, and they were currently reviewing whether the property would fit into future plans, and also if there would be funding available to rehabilitate the structure. CDC had been contacted as well, Mr. Stone explained, and the family was waiting on word from the organizations to find out if either entity was interested in buying the property. If possible, Mr. Stone said the family would like to put the house in a City program; if that is not an option, the owners will probably have the house demolished.

Board Member Hartwell inquired when Mr. Stone would have a decision from Mennonite Housing or CDC regarding either organization’s interest in the property. Mr. Stone replied that CDC would probably have an answer in December or January; he added that Mennonite Housing was in the process of looking at available funds for repairs or demolition and would get back to him.

Board Member Harder made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to finished wrecking the structure. Board Member Hartwell seconded the motion. The motion carried.

Ms. Legge provided a summary sheet with a written explanation of the Board’s decision to refer the property for condemnation. Mr. Schroeder explained that the Board had, by its motion and subsequent approval, recommended to the City Council that it proceed with condemnation action. The property owners will receive notification of the date that the property will be reviewed by the City Council, most likely in February 2011, at which time the owners can appeal the Board’s recommendation.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 11, 2011

CDM SUMMARY

COUNCIL DISTRICT # III

ADDRESS: 3916 / 3920 E. ROSEBERRY CT (duplex)

LEGAL DESCRIPTION: LOT 27, BLOCK E, PLANEVIEW SUBDIVISION NO. 1, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame duplex about 24 x 84 feet in size. Vacant and open, this structure has a wood pier and concrete block foundation with missing wood and concrete; rotted and missing asbestos siding; badly worn composition roof; three dilapidated porches; rotted fascia, soffits, and sill plates; and the two accessory structures 13 x 86 foot wood and 6 x 8 foot metal are dilapidated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: January 11, 2011

BCSA GROUP # 2

ADDRESS: 3916 / 3920 E. ROSEBERRY CT (duplex)

ACTIVE FIELD FILE STARTED: April 21, 1999

NOTICE(S) ISSUED: Since April 21, 1999, numerous notice of improvements and violation notices have been issued. In April 2008, some foundation repair work was made. On October 26, 2009, a Neighborhood Nuisance Enforcement case was initiated and on March 25, 2010, a Graffiti case was initiated. It should be noted that a Uniform Criminal Complaint has also been issued regarding this property.

PRE-CONDEMNATION LETTER: October 26, 2009

TAX INFORMATION: The 2010 taxes are delinquent in the amount of \$400.22.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Bulky waste and tree debris.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: There have been twenty-five reported police incidents at this location including burglary residence, unlawful possession of marijuana, disorderly conduct other, other drivers license violation, other miscellaneous offenses, lost miscellaneous property, larceny all other attempt, burglary non residence, aggravated indecent liberties, destruction to auto, larceny b auto accessories, burglary residence attempt night, battery, embezzlement property non employee, attempt to locate person, miscellaneous report (3), larceny b all other (2), disorderly peace phone call (2) and suspicious character other (3).

FORMAL CONDEMNATION ACTION INITIATED: January 27, 2010

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the April 5, 2010, BCSA hearing Dale Blubaugh, owner of the property, was present.

The active file was initiated in April of 1999. Since then, several improvement notices and violation notices were issued. Some repair to the foundation was done in April of 2008. On October 26, 2009, a nuisance case was started and a Pre-condemnation letter was also issued; and on March 25, 2010, a graffiti case was initiated. The 2009 taxes are delinquent in the amount of \$360.81. There are no Special Assessments against the property. At the last site visit, there was tree debris on the premises; no repairs had been made; the structure was secure.

Addressing the Board, Mr. Blubaugh said that the graffiti had been covered, and he planned to remove

the two accessory structures. A low area on the site collected water and was too muddy to allow him to work on the repairs during the winter. The roof, Mr. Blubaugh told the Board, has no leaks; the steps need to be cemented, and the structure needs new storm windows. A personal health issue prevented Mr. Blubaugh from actively working on the property. He estimated that it would take ninety days to complete the repairs.

Board Member Harder made a motion to allow ninety days to allow completion of the repairs, meanwhile maintaining the site in a clean and secure condition, and pay the delinquent taxes. Board Member Banuelos seconded the motion. The motion carried.

Mr. Blubaugh reported that he had already paid the delinquent taxes, and had the receipt with him as proof.

At the July 12, 2010, BCSA hearing the property owner, Dale Blubaugh, attended the hearing on behalf of this property.

Recent photos of the property were distributed to the Board by Mr. Blubaugh. The taxes are current; there was some tree debris on site, noted at the last inspection.

Mr. Blubaugh said that the tree debris was from the tree trimming done by a crew that he had hired. The crew took most of the usable wood and left the rest of it on the property; Mr. Blubaugh told the Board that he had loaded the debris and hauled it away himself. The window repairs were taking extra time, Mr. Blubaugh explained, because he had been glazing the panes, priming the windows and then painting them.

Board Member Harder made a motion to allow until the August meeting to have the repairs completed, maintaining the premise in a clean and secure condition in the interim. Board Member Coonrod seconded the motion. The motion passed without opposition.

At the August 2, 2010, BCSA hearing the property owner, Dale Blubaugh, attended the hearing on behalf of this property.

This property was first before the Board on April 5, 2010, and again on July 12, 2010. At the July 12th meeting, the owner was present and was granted until the August 2, 2010, regular monthly meeting to complete all repairs, maintaining the premise in a clean and secure condition in the interim.

The taxes are current and there are no special assessments against the property. On the last site inspection by OCI staff, a small amount of tree debris was noted; repairs were in progress at that time; the structure was secure.

Mr. Blubaugh said that he had contacted the area inspector to meet him on the site to provide some direction regarding the remaining repairs. He told the Board that the tree debris had been raked up and would be hauled away.

Board Member Harder asked how much longer it would be until the repairs were completed. Mr. Blubaugh said he anticipated having them finished in another month. The work to be done included two sheds that had to be repaired or demolished, one window, and some siding.

Board Member Hartwell made a motion to allow thirty days for Mr. Blubaugh to complete the repairs, maintaining the property in a clean and secure condition in the interim. Board Member Harder seconded the motion. The motion was approved.

At the September 13, 2010, BCSA hearing Dale Blubaugh, property owner, was present.

Having reviewed the substandard condition of the property at the April 5, 2010, and July 12, 2010, regular monthly meetings, at its August 2, 2010, meeting, the Board granted Mr. Blubaugh until the September hearing to complete the repairs on the structure while maintaining the site in a clean and secure condition, or reappear before the Board to provide an update on the status of the repairs. The taxes are current. There are no special costs assessed against the property. There is bulky waste and tree debris on the premise. There has been some repair to the siding, and one of the porch overhangs has been removed. No other repairs have been made. The main structure is unsecure with an east door and west window open to the exterior. Both accessory structures are open and filled with debris.

Speaking on behalf of the property, Mr. Blubaugh reported to the Board that much of the siding had been repaired within the previous two weeks, and an individual was presently on site and working. Mr. Blubaugh said the painters had left some of the windows open, but he had advised them to secure the property when they had finished for the day. The painting on the windows has been completed. Within the next month, Mr. Blubaugh anticipated that the wooden shed will be repaired; the metal shed will either be repaired or torn down; and the remainder of the exterior repairs to the main structure will be finished.

Board Member Coonrod made a motion to allow until the regularly scheduled November meeting to have all exterior housing violations corrected, or the property will be referred to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete the razing. Board Member Harder seconded the motion. The motion passed.

At the November 1, 2010, BCSA hearing the property owner, Dale Blubaugh, attended the hearing.

Originally before the Board at the April 2010 hearing, Mr. Blubaugh reported on the status of the property condition as recently as the September 13, 2010, meeting. At that meeting, a motion was approved by the Board to allow until the November hearing to have the exterior violations corrected or the property would be referred to the City Council for condemnation. Although the exterior repairs are not completed, work is in progress.

The taxes are current and there are no Special Assessments against the property. There is bulky waste and scattered trash on the premises. The siding repairs are near completion; however, the remainder of the repairs are not finished. Both accessory structures were unsecure and filled with debris at the last site inspection.

Providing recent photos of the property to show the Board his progress, Mr. Blubaugh said that he had the painting near completion; the porch has been fixed; the windows have been caulked; and the debris has been cleared away.

Board Member Hartwell asked what would be done with the dilapidated sheds. Mr. Blubaugh said he would either repair them or demolish them. He could better determine the plan for the sheds once he finished the work on the house. He requested an additional thirty days to correct the remainder of the violations.

Board Member Coonrod made a motion to allow thirty days for the completion of the exterior repairs, maintaining the site in a clean and secure condition in the meantime; in the event that the repairs are not complete, the property will be submitted to the City Council with a recommendation of condemnation, with ten days to begin wrecking the structures and ten days to complete the demolition. Board Member Harder seconded the motion. The motion was approved. Board Member Coonrod admonished Mr.

Blubaugh that there would be no further extensions granted if the work was not complete by the stated deadline.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 11, 2011

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 2736 W. ANITA

LEGAL DESCRIPTION: LOTS 58 AND 60, BLOCK 26, ORIENTA PARK 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 35 feet in size. Vacant and open, this structure has a cracking concrete block foundation; cracked stucco and vinyl siding; worn composition roof; deteriorated front porch; and rotted wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: January 11, 2011

BCSA GROUP # 5

ADDRESS: 2736 W. ANITA

ACTIVE FIELD FILE STARTED: March 8, 1999

NOTICE(S) ISSUED: Since March 8, 1999, several notice of improvements and violation notices have been issued. It should be noted that the Wichita Police Department requested Central Inspection assistance regarding this property.

PRE-CONDEMNATION LETTER: March 1, 2010

TAX INFORMATION: The 2010 taxes are delinquent in the amount of \$267.55.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some debris and bulky waste

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From August 1991 through June 2004, there have been nine reported police incidents at this location including auto theft not recovered, battery (2), disturb the peace phone call, other miscellaneous offenses, miscellaneous report, larceny b bike, larceny b all other and other destruction of property.

FORMAL CONDEMNATION ACTION INITIATED: October 18, 2010

RECENT DEVELOPMENTS: No repairs have been made and the rear door is unsecure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 6, 2010, BCSA hearing no interested party appeared on behalf of this property.

Board Member Murabito made a motion to submit the property to the City Council, recommending condemnation, with ten days to begin razing the structure and ten days to complete the demolition. Board Member Youle seconded the motion. The motion passed without opposition.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 11, 2011

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 5949 N. ARMSTRONG

LEGAL DESCRIPTION: LOT 33, EXCEPT THE NORTH 66 FEET AND ABANDONED 66 FEET OF AVI ROW, VANVIEW ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 41 x 70 feet in size. Vacant and open, this structure has a cracking concrete foundation; rotted wood lap siding; badly worn composition roof, with holes; rotted and missing wood trim; and the 18 x 60 foot accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: January 11, 2011

BCSA GROUP # 5

ADDRESS: 5949 N. ARMSTRONG

ACTIVE FIELD FILE STARTED: December 2, 2009

NOTICE(S) ISSUED: Since December 2, 2009, a notice of improvement and violation notice have been issued. In December 2009, a Neighborhood Nuisance case and a Zoning case were initiated on this property resulting in Municipal court proceedings. Both cases were closed by order of the judge with fines and court costs.

PRE-CONDEMNATION LETTER: May 14, 2010

TAX INFORMATION: The 2007, 2008, 2009 and 2010 taxes are delinquent in the amount of \$4,367.45, which includes interest.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Some tree waste.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: October 18, 2010

RECENT DEVELOPMENTS: No repairs have been made. The main structure is secure. The accessory structure (barn) is unsecure with an open overhead door.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 6, 2010, BCSA hearing there was no one attending the hearing on behalf of this property.

Board Member Harder made a motion to submit the property to the City Council with a recommendation of condemnation, with ten days to begin removal of the structure and ten days to finish the wrecking. Board Member Coonrod seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 11, 2011

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 1209 N. JACKSON

LEGAL DESCRIPTION: LOTS 1110 AND 1112, ON JACKSON AVENUE, LEWELLEN'S 3RD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 24 x 46 feet in size. Vacant for at least 4 years, this structure has a cracking concrete foundation; deteriorated soffits; rotted wood trim; and the 12 x 41 foot rear dwelling is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: January 11, 2011

BCSA GROUP # 5

ADDRESS: 1209 N. JACKSON

ACTIVE FIELD FILE STARTED: February 26, 2008

NOTICE(S) ISSUED: Since February 26, 2008, a notice of improvement and numerous violation notices have been issued. In February 2008, an Environmental case was initiated resulting in City of Wichita contractor abatement. Tall Grass and Weeds cases were initiated on this property in November 2008, November 2009 and September 2010 all resulting in City of Wichita contractor abatements. Central Inspection staff completed Emergency Board-ups on April 26, 2008 in the amount of \$310.36, November 30, 2008 in the amount of \$414.08, April 23, 2009 in the amount of \$303.49, May 18, 2010 in the amount of \$177.76 and October 13, 2010 in the amount of \$198.01. It should be noted that a Uniform Criminal Complaint has been issued regarding this property.

PRE-CONDEMNATION LETTER: March 16, 2009

TAX INFORMATION: The 2006, 2007, 2008, 2009 and 2010 taxes are delinquent in the amount of \$6,298.13, which includes interest.

COST ASSESSMENTS/DATES: There is a 2008 special assessment for board-up in the amount of \$139.98, 2008 special assessment for board-up in the amount of \$182.45, 2009 special assessment for lot cleanup in the amount of \$1,490.37, 2009 special assessment for weed cutting in the amount of \$124.45, 2010 special assessment for weed cutting in the amount of \$124.21 and 2010 special assessment for board-up in the amount of \$177.76, all include interest.

PREMISE CONDITIONS: The yard and bottom of the pool are overgrown with volunteer trees and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: Lot cleanup on July 14, 2008, in the amount of \$1,302.73, weed mowing on December 12, 2008, in the amount of \$120.24 and weed mowing on December 1, 2009, in the amount of \$120.24. On October 4, 2010, weed mowing in the amount of \$123.00, which is pending assessment.

POLICE REPORT: From May 1990 through November 2008, there have been eighteen reported police incidents at this location including aggravated assault clubbing, burglary residence, battery (4), aggravated incest, disorderly conduct other (2), runaway (2), lost miscellaneous property and miscellaneous report (6),

FORMAL CONDEMNATION ACTION INITIATED: October 18, 2010

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

HISTORIC PRESERVATION REPORT: This property may be listed on the national, state and/or local registers as a designated historic resource or it may be within the prescribed environs of a state or national register listed property or historic district. As a result, this matter is being referred to the City's Historical Preservation Board for review to determine compliance with any applicable Federal, State, local law or

regulations. This property is scheduled for Historic Preservation Board meeting on January 10, 2011.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 6, 2010, BCSA hearing there was no representative for this property in attendance.

Board Member Youle made a motion to refer the property to the City Council, recommending condemnation, with ten days to begin demolition and ten days to complete razing the structure. Board Member Harder seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: January 11, 2011

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 772 N. ST PAUL (south structure)

LEGAL DESCRIPTION: LOT 47, SIM PARK GARDENS, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 40 feet in size. Vacant for at least 10 years, this structure has broken and missing transite asbestos siding; deteriorated front porch; and deteriorated and missing wood trim.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: January 11, 2011

BCSA GROUP # 5

ADDRESS: 772 N. ST PAUL (south structure)

ACTIVE FIELD FILE STARTED: August 16, 2000

NOTICE(S) ISSUED: Since August 16, 2000, numerous notice of improvements and violation notices have been issued. This property was previously in condemnation. In May 2005, it was returned to regular code enforcement. In July 2005 and July 2007, Environmental cases were initiated on this property resulting in owner compliance. In May 2005, Central Inspection staff completed an Emergency Board-up at a cost of \$64.26. It should be noted that Uniform Criminal complaints have been issued regarding this property and it has been the subject of Neighborhood court.

PRE-CONDEMNATION LETTER: April 28, 2010

TAX INFORMATION: The 2007, 2008, 2009 and 2010 taxes are delinquent in the amount of \$5,674.95, which includes interest.

COST ASSESSMENTS/DATES: There is a 2005 special assessment for weed cutting in the amount of \$105.55; 2005 special assessment for house removal (carport) in the amount of \$66.74 and 2006 special assessment for weed cutting in the amount of \$115.95.

PREMISE CONDITIONS: Some bulky waste.

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From February 1991 through April 2009 there have been ninety-six reported police incidents at this location including burglary residence (2), burglary residence no force day (2), auto theft not recovered, battery (8), embezzled property non-employee, aggravated indecent liberties, child abuse (2), other marijuana violation, disorderly conduct other, disorderly conduct other (3), violation road and driving laws signs signals, destruction to auto, other destruction of property (2), other miscellaneous offenses (12), lost miscellaneous property, miscellaneous report (25), attempt to locate persons, attempt to located vehicles, miscellaneous officers (2), mental cases (22), suspicious character, miscellaneous alcohol, larceny b all other (3) and larceny b from building.

FORMAL CONDEMNATION ACTION INITIATED: October 18, 2010

RECENT DEVELOPMENTS: No repairs have been made. The structure is unsecure with an open door and east side window.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the December 6, 2010, BCSA hearing no one was present as a representative for this property.

Board Member Coonrod made a motion to refer the property to the City Council for condemnation action, with ten days to initiate demolition and ten days to complete the demolition. Board Member Hartwell seconded the motion. The motion was approved.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL FEBRUARY 1, 2011**

- a. Water Distribution System to serve Silverton Addition (north of 13th Street North, west of 135th Street West) (448-90241/735449/470122) Does not affect existing traffic. (District V) - \$109,000.00
- b. Candlewood from the east line of Lot 35, Block 1 to the east line of Tyler Road; Candlewood Court from the south line of Candlewood to and including the cul-de-sac to serve lots 4 through 16, Block 1; Candlewood Court from the south line of Candlewood to and including the cul-de-sac to serve Lots 17 through 35, Block 1; and sidewalk to be installed along the north line of Candlewood to serve Avalon Park 3rd Addition (north of 37th Street South, east of Tyler) (472-84221/766260/470122) Traffic to be maintained using flagpersons and barricades. (District V) - \$443,040.00

City of Wichita
City Council Meeting
February 1, 2011

TO: Mayor and City Council

SUBJECT: Street Paving in Firepoint Addition (west of Webb, south of 37th Street North)
(District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Adopt the resolution.

Background: On June 8, 2010, the City Council approved a petition for street paving in Firepoint Addition. The authorizing resolution contains an error in the improvement district description and does not match the approved petition. A resolution has been prepared to correct the error.

Analysis: The project serves a new commercial development.

Financial Considerations: The approved project budget of \$275,000 is unaffected.

Goal Impact: This project addressed the Efficient Infrastructure goal by providing paving improvements required for new commercial development.

Legal Considerations: The Department of Law has approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

Attachments: Resolution.

RESOLUTION NO. 11-017

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON TOBEN STREET FROM THE SOUTH LINE OF COMOTARA INDUSTRIAL PARK 5TH ADDITION TO THE SOUTH LINE OF 34TH STREET NORTH (WEST OF WEBB, SOUTH OF 37TH ST. NORTH (472-84885) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON TOBEN STREET FROM THE SOUTH LINE OF COMOTARA INDUSTRIAL PARK 5TH ADDITION TO THE SOUTH LINE OF 34TH STREET NORTH (WEST OF WEBB, SOUTH OF 37TH ST. NORTH) (472-84885) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 10-052 adopted on March 9, 2010, Resolution No. 10-072 adopted on March 23, 2010 and Resolution No. 10-157 adopted on June 8, 2010 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize paving Toben Street from the south line of Comotara Industrial Park 5th Addition to the south line of 34th Street North (west of Webb, south of 37th St. North) (472-84885).

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Hundred Seventy-Five Thousand Dollars (\$275,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2010 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FIREPOINT ADDITION

Lot 1, Block A

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of February, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

City of Wichita
City Council Meeting
February 1, 2011

TO: Mayor and City Council

SUBJECT: Community Events – St. Patrick’s 5K Run/Walk
(District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event sponsor Karen Fitzgerald, Wichita Caledonia Pipe Band, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

St. Patrick’s 5K Run/Walk March 12, 2011, 8:00 am – 12:00 pm

§ McLean Boulevard, Douglas Avenue to Maple Street.

The event sponsor will arrange to remove the blockades as necessary to allow emergency vehicle access during entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
February 1, 2011

TO: Mayor and City Council

SUBJECT: Contract for Visioneering Environmental Sustainability Community Plan
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the contract.

Background: The City of Wichita, under the Energy Efficiency Community Block Grant (EECBG) agreement with the Department of Energy, is actively engaged in developing a Comprehensive Community Energy Efficiency and Air Emissions Program. The program coordinates efforts to leverage public/private partnerships, state, federal and other funding sources to implement programs that will create new energy sector jobs and increase demand for energy conservation, sustainability and renewable energy projects.

The Wichita Visioneering Environmental Sustainability Alliance is one of the public/private partnerships that have been developed to collaborate and integrate solutions among individuals, communities, and organizations, serving as a resource, catalyst and advocate for environmental justice, economic prosperity, and social equity for the Wichita Region. The Alliance is conducting six community planning sessions to discuss environmental sustainability topics: Air Quality, Water Quality, Energy Efficiency, Transportation, Solid Waste, and Built Environment.

The Staff Screening and Selection Committee (SSSC) has selected Patti Banks Associates (PBA) to facilitate the sessions and assist the City in developing a community action plan report that will focus on community collaboration, opportunities to build upon and advocate environmental sustainability programs and policies, and ascertain anticipated outcomes for the community including benchmark measurements and progression.

Analysis: The SSSC reviewed three proposals and determined that based on project history, experience and cost, two proposals met the qualifications. A phone interview with each consultant was conducted on December 10, 2010. PBA was the chosen consultant by the SSSC based upon the proposal qualifications, interview process, and proposed costs. PBA is located in Kansas City, Missouri and has extensive experience in sustainability policy development, planning and design for municipalities in the Midwest. The SSSC noted that PBA demonstrated a comprehensive knowledge to disseminate pertinent information as a mechanism to involve multiple stakeholders.

Financial Considerations: Costs for this activity are \$25,000 which is within the current budget for the EECBG Comprehensive Community Energy Program activity and has been approved by the Department of Energy as an authorized expenditure.

Goal Impact: This contract addresses the Quality of Life and Safe & Secure Community goals by promoting systems and practices that will provide a healthy community in which to live, learn, work and play.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the contract with Patti Banks Associates and authorize the necessary signatures.

Attachment: Contract.

CONTRACT
for
Visioneering Wichita Environmental Sustainability Alliance

THIS CONTRACT entered into this ____ day of January, 2011, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and Patti Banks Associates, hereafter "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has been awarded an Energy Efficiency Community Block Grant Which will assist the City in reducing follies fuel emissions, enhance environmental sustainability, reduce total energy use of eligible entities and improve energy efficiencies in City facilities and transportation corridors. The City has solicited a proposal to assist the City and Visioneering Wichita to facilitate a series of forums that will engage the community in determining priorities about environmental sustainability in the community, and develop strategies and benchmarks what will contribute to the environmental sustainability and energy efficiency of the region by facilitation collaboration and integrating solutions among individuals and organization and serving as a resource, catalyst and advocate for environmental justice, economic prosperity and social equality.

WHEREAS, the **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those services and/or commodities specified in its response to proposal which in incorporated herein by this reference the same as if it were fully set forth. The proposal, including all specifications, provided by the City of Wichita as a part of the proposal shall be considered a part of this contract and in incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** the amounts listed in Exhibit B for the environmental sustainability strategy in accordance to the completion of the contractual misetones, as stipulated in the Contractors scope of work.

Contract Not to Exceed in the amount of twenty-five thousand dollars (\$25,000).

3. **Term.** The term of this contract shall be in effect until September 30, 2011. This contract is subject to cancellation by the **CITY or CONTRACTOR**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR or CITY**.

4. **Indemnification and Insurance.**

a. Each Party shall save and hold the other harmless against all suits, claims, damages and losses for injuries to persons arising from or caused by the errors, omissions or negligent acts of itself, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises-operations, xcu (explosion, collapse, and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate
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2. Automobile Liability-Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
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3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
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The Insurance Certificate must contain the following:

- A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.
- B. Cancellation-should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employees or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

Karen Sublett, City Clerk

Carl Brewer, Mayor

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Patti Bank Associates

Signature

Print Name

Title

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the city, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase “Equal Opportunity Employer”, or similar phrase to be approved by the “Kansas Human Rights Commission”;
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the “Kansas Human Rights Commission” in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the “Kansas Human Rights Commission” which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The contractor, supplier, contractor or subcontractor shall practice Non-Discrimination –Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The Contractor, supplier, or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, “disability, and age except where age is a bona fide occupational qualification”, national

contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase.

3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination – Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigation may be referred to the State;
4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B - Contractor Staff hours and fees
Wichita Visioneering Environmental Sustainability Alliance

Task	Principal Owner	Associate II	Associate I/ Financial Manager	Subtotal	Direct Expenses	PEC	Task Totals
	\$135.00	\$75.00	\$65.00		7%		
BASE SCOPE OF SERVICES							
1.0 Leadership Team Meetings 1 - 4	23		30	\$5,055.00	\$353.85	\$2,152.70	\$ 7,561.55
2.0 Preferred Future Forums 1 - 4	23		30	\$5,055.00	\$353.85	\$2,152.70	\$ 7,561.55
3.0 Graphic Support		31	0	\$2,325.00	\$162.75	\$0.00	\$ 2,487.75
4.0 Communications Plan Writing Assistance			24	\$1,560.00	\$109.20	\$0.00	\$ 1,669.20
5.0 Project Management			10	\$650.00	\$45.50	\$0.00	\$ 695.50
Total Hours	46	31	94			44	
Total Cost	\$6,210.00	\$2,325.00	\$6,110.00	\$14,645.00	\$1,025.15		\$ 19,975.55
ADDITIONAL SERVICES							
1.0 Provide Subject Matter Experts			23	\$1,495.00	\$104.65		\$1,599.65
2.0 Final Report Writing Assistance			23	\$1,495.00	\$104.65		\$1,599.65
3.0 One Additional Meeting	6			\$810.00	\$56.70	\$ 587.10	\$1,453.80
4.0 Project Management			4	\$260.00	\$18.20		\$278.20
Additional Services Total Hours	6		50				
Additional Services Total Cost	\$810.00	0	\$3,250.00	\$4,060.00	\$284.20	\$ 587.10	\$4,931.30

City of Wichita
City Council Meeting
February 1, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for Botanica Children's Garden Improvements (District VI).

INITIATED BY: Department of Park and Recreation
Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On November 4, 2008, the City entered into an agreement with MKEC Engineering Consultants, Inc. (MKEC), through the Staff Screening and Selection process, to prepare construction plans and the original cost estimates for the expansion of the Botanica complex west into Sim Park. The first phase of the expansion included the extension of a park road west of the intersection of Murdock and Amidon, and water and sewer service to the new Downing Children's Garden. The expansion of Botanica is a complex effort and staff needed to ensure efficient use of both City Capital Improvement funds as well as Botanica, Inc. capital funds. The initial fee of \$50,624 was paid by the Botanica Inc. private funds.

Analysis: Significant construction of the Botanica expansion has been completed. The next phase of construction includes the design of additional paving improvements on Sim Park Drive to connect Museum Boulevard to Murdock Street; a group drop-off for the Downing Children's Garden Entrance; hardscapes for the Children's Garden Entrance; connecting pedestrian walkways; wall and seating stone improvements; overlook fencing of the Children's Garden and perimeter; and entrance gate and service gates.

MKEC completed the original survey and engineering documents used by the Children's Garden design team, the Children's Garden contractor and the design team that developed the design documents for the group drop-off, the plaza area and connecting features.

The design development and construction of the Botanica expansion and Children's Garden has been a complex procedure. As each construction segment began, cost had to be evaluated to determine if sufficient funds would be available to support the next segment or segments of the project. MKEC assisted city staff in making those determinations. Although each segment of the project was completed separately the design engineers (MKEC) and contractors maintained continuity between the projects. To ensure that continuity between project segments continues, staff is recommending a supplemental contract with MKEC to complete the civil engineering needed to create construction bid documents to rebuild Sim Park Drive, construction documents for the new bus drop off and turn around to accommodate school visits to the new Children's Garden, as well as the construction documents for the connecting plaza that will link the new garden with the existing nine acre garden. We need MKEC to complete these documents so that all the entry roads, sidewalks, and other pedestrian links that will support the new Children's Garden will be done at the same time for the scheduled opening in May 2011.

Financial Considerations: The fee for the supplemental agreement is \$81,420. MKEC's total fee including the supplemental agreement will be on a lump sum basis of \$132,044. Funding is available within the existing project budget. The funding source is General Obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure and Quality of Life goals by providing street, water, and sanitary sewer improvements needed for the expansion of Botanica.

Legal Considerations: The Department of Law has approved the supplemental agreement as to legal form.

Recommendations/Actions: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 4, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
MKEC ENGINEERING CONSULTANTS, INC.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated November 4, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of **BOTANICA ROADWAYS AND UTILITIES IMPROVEMENTS** (Project No. 472 84758).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Additional Scope of Services

(see Exhibit "C")

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$81,420.00**.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2011.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

(Name and Title)

ATTEST:

MKEC ENGINEERING CONSULTANTS, INC.

Kansas City Oklahoma City Wichita

January 7, 2011

Mr. Gary Janzen, P.E.
Chief Design Engineer, City of Wichita
455 N. Main, 7th Floor
Wichita, KS 67202

Reference: Proposal for Supplemental Design Agreement
Botanica: Street & Hardscape Improvements (Proj. No. 472-84758)

Dear Mr. Janzen:

Per the city's request, MKEC agrees to a change in design scope for the project noted above. MKEC proposes to perform design and plan preparation services for additional paving and improvements including Botanica and Sim Park Drive and the park roadway connecting Sim Park Drive with the newly constructed park roadway (connector roadway). The attached drawing shows the extent of the various improvement activities. MKEC also proposes to perform design and plan preparation services for additional hardscape improvements for Botanica as shown conceptually on the attached documents

The paving and hardscape improvements are described as follows:

Connector Roadway:

The extent of improvements will be between Sim Park Drive and the new street only. Within these limits, the existing pavement between the curb and gutters will be removed and a new 5" asphalt pavement on 5" reinforced crushed rock base will be constructed.

Sim Park Drive:

The existing pavement consists of a thin asphalt overlay on concrete pavement. Prior to construction, MKEC will evaluate the pavement and estimate a quantity for full-depth concrete pavement patching. During construction, the asphalt will be removed and MKEC will re-evaluate the concrete and delineate patch areas in the field. The concrete pavement will be patched and a new asphalt overly will be placed over the concrete pavement.

Two small stretches of Sim Park Drive are full-depth asphalt. These sections will be removed and replaced with 5" asphalt pavement on 5" reinforced crushed rock base. The stretch of street by the parking area will incorporate an underdrain system that will drain to a new storm sewer. A storm sewer will be installed to drain the low spot in the parking area. The sewer will intercept the underdrain pipes and discharge to the river, replacing an existing storm drain that is apparently plugged.

Bus Turn-Around:

The bus turn-around will be constructed of concrete pavement with a reinforced crushed rock base and curb and gutter. It will accommodate the turning movements of school and city busses. Layback curbing will be used to allow emergency vehicles to access the plaza pavement that will connect the turn-around with the proposed classroom facility. The plaza pavement is not part of this project.

Providing Professional Service Since 1982

411 NORTH WEBB ROAD WICHITA, KS 67206 T 316.684.9600 F 316.684.5100

Hardscape Paving Improvements:

- Paved entrance plaza connecting the proposed bus drop-off pavement to the existing asphalt path heading north (old Amidon Street)
- Asphalt service drive connecting the new Children's Garden service Drive to an existing Botanica service path east of the proposed plaza
- Sidewalk and crosswalk across Sim Park Drive connecting the proposed plaza with Cowtown's parking lot
- Concrete walk connecting the entry to the Children's Garden with existing Botanica paths, including an additional plaza area
- Additional concrete walk and plaza paving extending west from existing Botanica to a point on the future route to the proposed Chinese Sister-City Garden
- Overlook area at the northwest corner of the existing pond including stepping stone path heading west

All proposed pavements and paths will be designed to support a light truck vehicle loading. The entry plaza will be designed to support fire truck loading. Further, MKEC will provide a design that will meet the requirements of the Wichita Fire Department, including turn-around at the north end of the fire access path.

Wall / Seating Stone Improvements:

- Stone retaining wall of similar style to an existing wall within existing Botanica along the future path to the Chinese Sister-City Garden
- Seating stones and benches along proposed paths and plaza areas

Fence Improvements:

- Perimeter fence around the Children's Garden likely consisting of 6' black chain link fence except for a decorative area at the entrance to the garden. A gate will also be provided at the service entrance on the southwest corner of the garden.
- Perimeter fence around the future Botanica footprint as shown on the attached drawings and likely to consist of 6' black chain link except for a decorative area along the group drop-off plaza. A rolling gate with lock will be provided at the plaza entrance as will three 16-foot service gates.

The design of the gate house and the ornamental sign structure are NOT included in the MKEC proposed scope-of-services.

MKEC's design services will consist of preparing construction documents for the improvements described above in conformance with the requirements of the original contract. This supplemental will also account for the conceptual design and planning efforts with the City Engineering Department, the City Parks Department, Botanica and Azur Ground. All additional site surveys required to perform the design as stated above will be included. MKEC's design will also include preservation and protection measures of existing trees within the project area.

The following is NOT included in the scope of services:

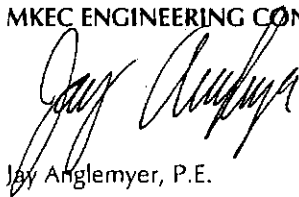
- Lighting design other than relocation of existing street lights, if necessary
- Pavement design on Sim Park Drive east of the bus turn-around
- Permitting for the proposed storm outfall. It is MKEC's position that permits will not be required since this project proposes to replace an existing storm sewer outfall.

We propose a supplemental fee of \$81,420.00 to complete this work. Submittal of final plans, supplemental specifications and construction cost estimate will occur on or before March 1, 2011.

Thank you for your consideration of this supplemental design proposal. If you would like to discuss this in greater detail, please contact me.

Sincerely,

MKEC ENGINEERING CONSULTANTS, INC.



Jay Anglemeyer, P.E.

City of Wichita
City Council Meeting
February 1, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 2: Greenwich Improvement, between Harry and Kellogg
(District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the change order.

Background: On January 26, 2010, the City Council approved a contract with Dondlinger & Sons Construction Co., Inc. for improvements to Greenwich, between Harry and Kellogg. The project includes the construction of a 5' wide sidewalk along the west side of Greenwich. The Wichita Area Metropolitan Planning Organization (WAMPO) Pathways Plan proposes that a bike path be built along 127th Street East, between Harry and Kellogg, that will eventually be a connecting link to the citywide bike path system. However, the current 10 year Capital Improvement Program does not include any improvements to 127th Street East, which is currently a two-lane asphalt mat roadway. As an alternative, a bike path constructed along Greenwich now will provide an effective connecting link at an earlier date and lower cost. A change order has been prepared for the cost of the additional work.

Analysis: The work includes the construction of a 10' wide multi-use path along the west side of Greenwich rather than a 5' sidewalk, widened wheelchair ramps, lengthened retaining walls and a traffic signal video detector at the signalized entrance into the Kellogg One Shopping Center.

Financial Considerations: The total cost of the additional work is \$74,804 with \$59,844 paid by federal transportation funds and \$14,960 by City General Obligation bonds. The original contract amount is \$5,465,173. This change order plus a previous change order represents 1.29% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a more effective implementation of the pathways plan.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.



PUBLIC WORKS-ENGINEERING

December 27, 2010
CHANGE ORDER

To: Dondlinger & Sons Construction Co., Inc. **Project:** Greenwich-Harry to Kellogg
Change Order No.: 2 **Project No.:** 87N-0386-01/472-84863
Purchase Order No.: 30017 **OCA No.:** 707010/636224
CHARGE TO OCA No.: 707010 **PPN:** 209475/779613

Please perform the following extra work at a cost not to exceed \$74,803.72

Additional Work: Install 10' bike path and add video detection

Reason for Additional Work: A 10' bike path will be added on the west side of Greenwich from Harry St. to Kellogg One Place in lieu of the proposed 5' sidewalk. The width of the wheelchair ramps will be doubled where needed. Also, add traffic signal video detection for northbound traffic at Kellogg one Place Shopping Center to complete the detection loop. The completion date for all work except landscaping will be extended to December 31, 2010. All items in this change order are KDOT participating and will be measured quantity.

Item	Negot'd/Bid	Qty	Unit Price	Extension
OVERRUN:				
#5 Excavation	Bid	600 cy	@ 4.75 =	\$2,850.00
#21 Wheelchair Ramp Construction (30 sf)	Bid	5 ea	@ 550.00 =	\$2,750.00
#118 Segmental Block Retaining Wall	Bid	1,000 sf	@ 19.50 =	\$19,500.00
#121 Sidewalk Concrete (4")	Bid	22,000 sf	@ 1.90 =	\$41,800.00
ADD:				
Video Detection	Negot'd	1 LS	@ 7,903.72 =	\$7,983.72
Total				= \$74,803.72

CIP Budget Amount: \$8,856,818.00 (707010)

Original Contract Amt.: \$5,465,173.37

Consultant: Parsons Brinkerhoff

Current CO Amt.: \$74,803.72

Total Exp. & Encum. To Date: \$5,965,483.67 (707010)

Amt. of Previous CO's: \$4,547.86

CO Amount: \$74,803.72

Total of All CO's: \$39,324.20

Unencum. Bal. After CO: \$2,816,230.61 (707010)

% of Orig. Contract / 25% Max.: 1.29%

Adjusted Contract Amt.: \$5,535,524.95

Recommended By:

Approved:

Greg Baalman, P.E.
Construction Engineer

Date

Jim Armour, P.E.
Co-Director of Public Works & Utilities

Approved:

Contractor

Date

Approved as to Form:

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest:_____
City Clerk

Item #7 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (706931) - OVERRUN				
36: 10" Reinf. Pvmf – Drive	Bid	17.00 ea @	44.66 =	\$759.22

Item #8 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (706931) - UNDERRUN				
37: Erosion Control BMP (Back of Curb Prot.)	Bid	1294.00 lf @	0.68 =	(\$879.92)

Item #9 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (706931) - UNDERRUN				
38: Erosion Control BMP (Curb Inlet Prot.)	Bid	1 ea @	50.99 =	(\$50.99)

Item #10 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (706931) - UNDERRUN				
39: Silt Fence	Bid	2030.00 lf @	1.02 =	(\$2,070.60)

Item #11 – Adjust measured quantity bid items per final field measure.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (706931) - UNDERRUN				
40: Erosion Control BMP (Stabilized Entrance)	Bid	9 ea @	797.66 =	(\$7,178.94)

Item #12 - 12" protection curb was added at Station 29+00 Rt to help support the base of an existing retaining wall. 12" protection curb was also added at Station 29+50 Lt to help with the slope at the back of sidewalk.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (706931) - ADD				
12" Protection Curb	Negot'd	157.00 LS @	16.45 =	\$2,582.65

Item #13 – Due to the amount of Semi-trucks turning in the area, all the sidewalk at 13th/Mosley intersection was changed to 8" thick reinforced sidewalk.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (706931) - ADD				
Reinforced Sidewalk	Negot'd	276.27 ea @	72.26 =	\$19,963.27

Item #14 – To promote positive drainage at the Railroad Tracks on the north side of 13th street, an existing Storm Sewer Manhole was lowered 8" and a concrete flume was added. The concrete flume was constructed from the MH, around the RR crossing arms and guardrail, and then matched up to the adjacent sidewalk.

Item	Negot'd/Bid	Qty	Unit Price	Extension
Charge to OCA (706931) - ADD				
Railroad Drainage Flume	Negot'd	1 LS @	1,976.50 =	\$1,976.50

Total = \$45,903.50

CIP Budget Amount: \$2,360,000.00 (706931)	Original Contract Amt.: \$1,049,092.24
Consultant: Poe & Assoc.	Current CO Amt.: \$45,903.50
Total Exp. & Encum. To Date: \$1,193,768.67 (706931)	Amt. of Previous CO's: \$38,529.13
CO Amount: \$45,903.50	Total of All CO's: \$84,432.63
Unencum. Bal. After CO: \$1,120,327.83 (7069931)	% of Orig. Contract / 25% Max.: 8.05%
	Adjusted Contract Amt.: \$1,133,524.87

Recommended By:

Approved:

 Greg Baalman, P.E. Date
 Construction Engineer

 Jim Armour, P.E. Date
 City Engineer

Approved:

Approved:

 Contractor Date

for [Signature] T. Pap 9-29-10
 Chris Carter, P.E. Date
 Director of Public Works

Approved as to Form:

By Order of the City Council:

 Gary Rebenstorf Date
 Director of Law

 Carl Brewer Date
 Mayor

Attest: _____
 City Clerk

SKR

CITY OF WICHITA
City Council Meeting
February 1, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 3344 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. It is necessary to obtain a temporary easement from the residential property at 3344 South Seneca to facilitate construction. The temporary easement consists of 880 square feet. No improvements are impacted as a result of the project.

Analysis: The temporary construction easement is required at the driveway of 3344 South Seneca to allow the matching of the driveway grade with the newly constructed road, Seneca. The easement area consists of 880 square feet. The seller agreed to convey the necessary easement for \$100; the established minimum offer.

Financial Considerations: The funding source is General Obligations Bonds. A budget of \$150 is requested. This includes \$100 for the acquisition area and \$50 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the Temporary Construction Easement as to form.

Recommendation/Action: It is recommended that the City Council accept the easement and approve the budget.

Attachments: Aerial map, tract map and the temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 7th day of January, 2010, by and between Jason and Tracy L. Rosenberry, husband and wife, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred Dollars and No Cents (\$100) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

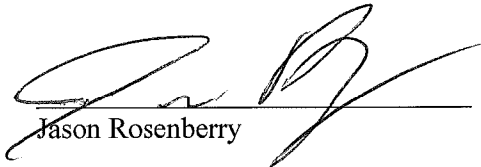
As temporary construction easement:

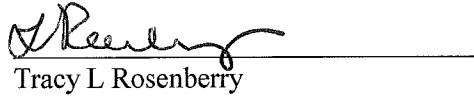
A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the 6th P.M., Wichita, Sedgwick County, KS, more particularly described as follows:

The North 44 feet of the West 20 feet of Lot 9, Cumley's Addition, Sedgwick County, KS;

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

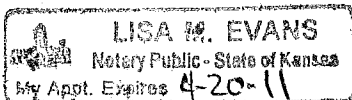
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.


Jason Rosenberry

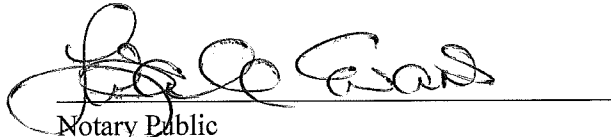

Tracy L Rosenberry

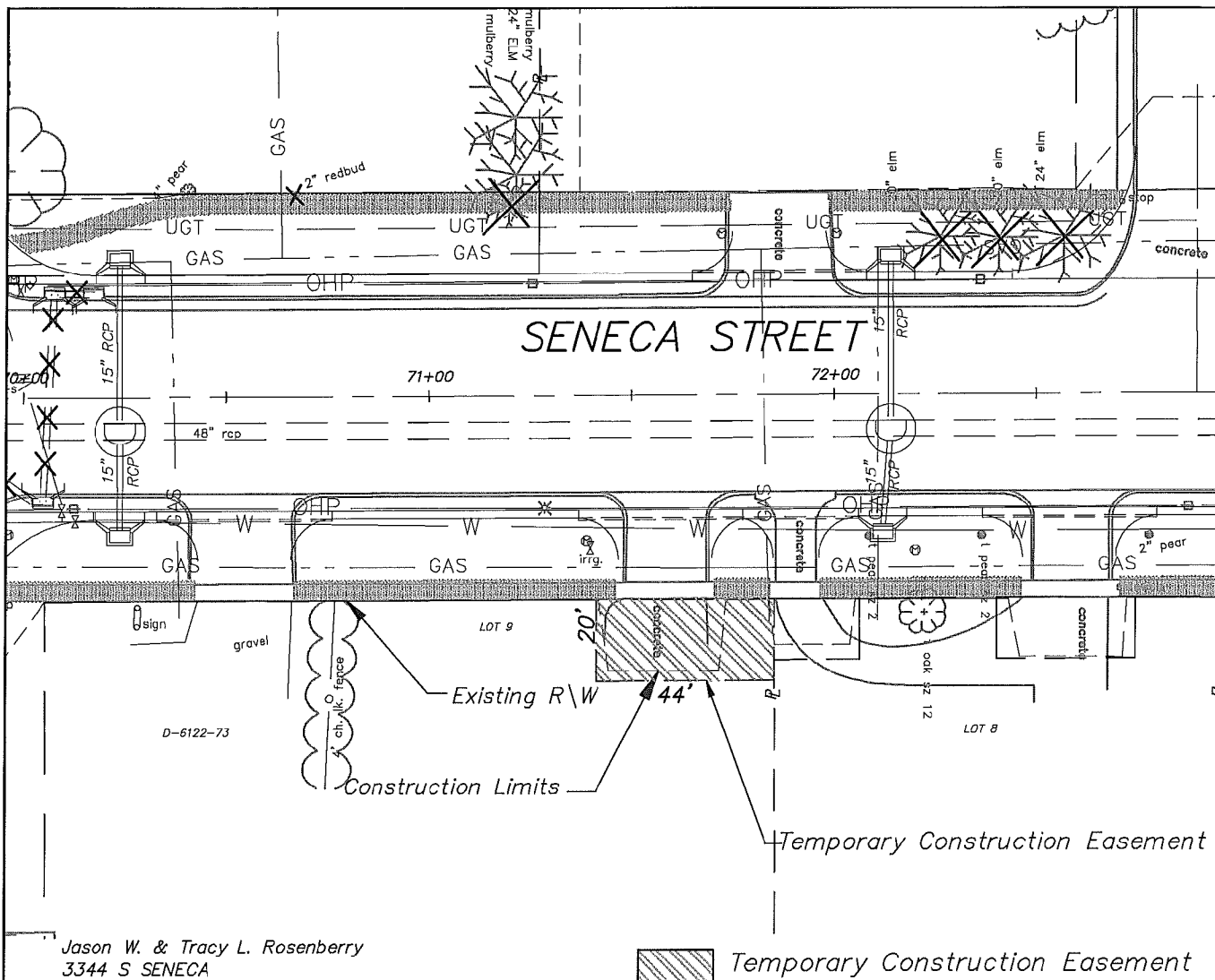
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 7th day of January, 2010 by Jason Rosenberry and Tracy L Rosenberry, husband and wife.




My Commission Expires: 4-20-11


Notary Public



Jason W. & Tracy L. Rosenberry
3344 S SENECA

 Temporary Construction Easement

Proposed Temporary Construction Easement Legal Description:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The North 44 feet of the West 20 feet of Lot 9, Cumley's Addition, Sedgwick County, Kansas;

Tax Key # D 10745

Proposed Right-of-way Acquisition Size: 880 Sq. Ft. +/-

SENECA STREET
I-235 TO 31st STREET
TRACT MAP
JASON W. & TRACY L. ROSENBERY
SEC 8-T28S-R1E



SCALE: 1"=40'

March 23, 2010

3344 South Seneca



Printed: 11/13/2011 4:34:23 PM
 Powered by: GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita
City Council Meeting
February 1, 2011

To: Mayor and City Council

Subject: Maureen Connelly Brinker Tennis Foundation Grant Request (All Districts).

Initiated By: Department of Park and Recreation

Agenda: Consent

Recommendation: Approve the grant application and accept the grant funds.

Background: Throughout the year the Riverside Tennis Center (RTC) offers various grass roots tennis programs that introduce youth and adults to the sport of tennis. There are four basic programs offered; Satellite Tennis, Spring Tennis Blitz, Summer Maureen Connelly Brinker (MCB) Tennis Clinics and RTC Goes To School. Two of the programs listed; Spring Tennis Blitz program and the RTC Goes To School program are held in cooperation with the Wichita public school system. A participation fee is not charged. These programs have traditionally been funded through donations/grants made by the MCB Tennis foundation.

Analysis: Staff communicated with Dale Goter, Grants Administrator and permission was obtained from the City Manager to submit the grant in the amount of \$13,042 to meet the application deadline of December 10, 2010. Grant funds were awarded January 10, 2010. Funds will be used to purchase tennis equipment and pay for part-time staff necessary to teach tennis lessons.

Financial Consideration: The donation will have no impact on the Park Department's operating budget.

Goal Impact: The program improvements will enhance the Quality of Life for the community and support a Vibrant Neighborhood by encouraging physical activity that will help promote a healthy life style for our citizens.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the action taken by City staff and accept the grant funding.

Attachment: None.

**City of Wichita
City Council Meeting
February 1, 2011**

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Capital Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible federal funds for the support of the City's transit services for Fiscal Year 2011 (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). Transit staff held a public hearing on January 31, 2011, with no adverse comments. Section 5307 funds are 80% federal and 20% local match with the exception of Buses, which are 83% federal and 17% local match per clean air act and ADA eligibility.

Analysis: The proposed resolution authorizes the filing of application for the following funding:

- § 5 – 35 ft Buses (3 conventional engines and 2 hybrid engines) - \$1,770,000
- § Dynamic Message Signs - \$400,000
- § Website Redesign - \$153,040
- § Facility Repairs and Upgrades - \$50,000
- § GFI Farebox Software Upgrade - \$50,000

Financial Consideration: The total grant request is \$2,423,040. The federal share is \$1,991,532, and the local match is \$431,508. Funds for the local match for buses (\$300,900) are included in the 2009-2018 CIP. The local match for the other items (\$130,608) will come from the local Transit fund.

Goal Impact: Funding from this grant will support Wichita Transit's role in providing for Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: Staff recommends the City Council approve the resolution and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO. 11-018

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION TO SUPPORT FY 2011 SECTION 5307 PROJECTS

WHEREAS, the Federal Transit Administration has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: five 35ft. buses (two hybrid engines and three conventional engines), dynamic message signs, website redesign, GFI software upgrade, and facility repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on February 1, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law